



COUNTY of FREDERICK

Finance Department  
**Cheryl B. Shiffler**  
Director

540/665-5610

Fax: 540/667-0370

E-mail: cshiffle@co.frederick.va.us

**TO:** Finance Committee  
**FROM:** Cheryl B. Shiffler, Finance Director *CS*  
**DATE:** August 15, 2008  
**SUBJECT:** Finance Committee Agenda

---

The Finance Committee will meet in the First Floor Conference Room at 107 North Kent Street on Wednesday, August 20, 2008 at 8:00 a.m.

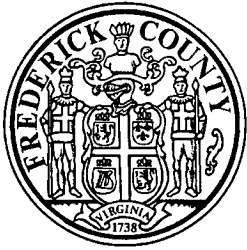
1. The Public Works Director requests an FY 2009 Landfill Fund supplemental appropriation in the amount of \$2,578,000. This amount represents re-appropriation of funds not spent in FY 2008. This item will require a public hearing. See attached memo, p. 1.
2. The IT Director requests an FY 2009 General Fund supplemental appropriation in the amount of \$2163. This amount represents re-appropriation of funds not spent in FY 2008 for e-Government Day. See attached memo, p. 2.
3. The IT Director requests an FY 2009 General Fund supplemental appropriation in the amount of \$37,000. This amount represents re-appropriation of funds not spent in FY 2008 to be used for unbudgeted annual maintenance fees for county-wide IT projects. See attached memo, p. 3.
4. The NRADC Superintendent requests an FY 2009 Jail Fund supplemental appropriation in the amount of \$16,788. This amount represents funds received from

the State Criminal Alien Assistance Program. Funds disbursed from this revenue equal \$3,693.36. No local funds required. See attached memo, p. 4 – 14.

5. The EDC Director requests an FY 2009 General Fund supplemental appropriation in the amount of \$227,723.04. This amount represents funds for the NetTech Center of Winchester and will be recovered from GSA. No local funds required. See attached memo, p. 15 – 19.
6. The Assistant County Administrator requests an FY 2009 General Fund supplemental appropriation in the amount of \$21,000. This amount represents re-appropriation of funds not spent in FY 2008 to be used for snow removal at the Public Safety Building and fuel for maintenance staff vehicles. See attached memo, p. 20.
7. The County Administrator requests an FY 2009 General Fund supplemental appropriation in the amount of \$2,100. This amount represents funds needed by the AARP Tax Aide Program for the location rental fee. Local funds required. See attached memo, p. 21.
8. The Finance Director requests a resolution for the County's VRS pick-up plan. Formal authorization is required by the IRS. See attached information, p. 22 – 24.
9. The County Administrator and the Finance Director request discussion on FY 2009 state reductions in Aid to Localities. See attached information, p. 25 – 26.
10. The County Administrator has provided, as requested, comparable commercial office rental rates in the City of Winchester for discussion. See attached information, p. 27 – 37.

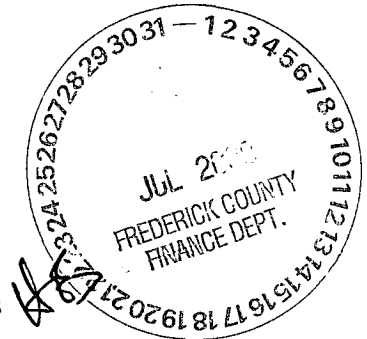
**Information Only**

1. Letters of appreciation were received from the Youth Development Center, Bluemont Concert Series, The Metropolitan Washington Ear, Inc., and First Night Winchester. See attached letters, p. 38 – 41.



MEMORANDUM

**TO:** Cheryl Shiffler, Director of Finance  
**FROM:** Charles S. Frye, Landfill Manager *CSF*  
**THROUGH:** Harvey E. Strawsnyder, Jr., P. E., Director of Public Works  
**SUBJECT:** Carry Forward Funds from Fiscal Year Budget 07/08 to Fiscal Year Budget 08/09 for Landfill code 12-4204  
**DATE:** July 30, 2008



We are requesting that the following budget line items be carried forward into the new Fiscal Year 08/09 Budget. The total amount of this request is \$2,578,000.00 and is itemized below.

**12-4204-3002-00 - PROFESSIONAL SERVICES OTHER**

We are requesting that an amount of \$158,000.00 be carried forward and allocated to line item 12-4204-3002-00 for professional services. These services will include the preparation of Landfill Gas to Energy project, (2) 1 megawatt Landfill Gas generator with treatment units and switchgears, new scale house and double scales, design and construction of (10) gas recovery wells and design of an automated wash rack. These projects have been initiated in this year's budget.

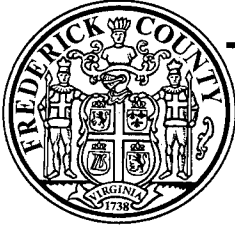
**12-4204-8900-00 - IMPROVEMENTS OTHER THAN**

We are requesting an amount of \$2,420,000.00 be allocated to line item 12-4204-8900-00 for improvements other than. These funds will be used for the following:

- |    |   |   |                |
|----|---|---|----------------|
| 1. | New Scale House with Double Scales  | - | \$310,000.00   |
| 2. | Truck Wash Rack   | - | \$325,000.00   |
| 3. | Landfill Gas to Energy Project  | - | \$1,600,000.00 |
|    | (2) 1 Megawatt Landfill Gas Generators with Treatment Units and Switch gears.                     |   |                |
| 4. | Installation of Additional Landfill Gas Collection Wells and Piping (10 wells @ \$18,500.00 each) | - | \$185,000.00   |

All above improvements were initiated in the budget for Fiscal Year 07/08 but were prolonged due to permitting and design completion.

- 1 -



## COUNTY OF FREDERICK, VIRGINIA

### INFORMATION TECHNOLOGIES

Phone: 540.665.5614

FAX: 540.722.2169

### MEMO

TO: Cheryl Shiffler, Finance Director

FROM: Marcus D. Lemasters, IT Director

SUBJECT: Request for Carry Forward – e-Government Day Funding

DATE: July 21, 2008

---

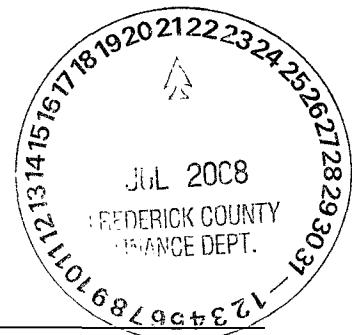
→ BS 3-26-08  
In the special appropriations funding that was awarded in the Spring of this year, the Web Committee was awarded \$2,500 for use in developing the e-Government Day to be conducted this Fall. The Committee had the understanding that this funding would not be used in the FY 07/08, but carried forward into the FY08/09 year.

To date, the Web Committee has spent \$332.95 of the appropriated funding, leaving a balance of \$2,163.05.

The Web Committee requests that the balance of this funding, \$2,163.05, be carried forward into the IT Budget line item of 010-012200-5413-000-003 – Other Operating Supplies – Network.

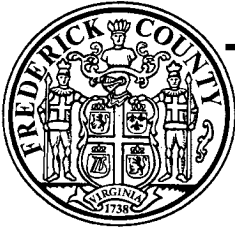
If you should have any questions or need further information on this request, please feel free to call me on my direct line, 8224.

CC: Jeremy Coulson, Chairman, Web Committee



---

107 North Kent Street, Winchester, Virginia 22601



## COUNTY OF FREDERICK, VIRGINIA

### INFORMATION TECHNOLOGIES

Phone: 540.665.5614

FAX: 540.722.2169

### MEMO

TO: Cheryl Shiffler, Finance Director

FROM: Marcus D. Lemasters, IT Director

SUBJECT: Request for Carry Forward – Maintenance Service Funding

DATE: July 23, 2008

In the remainder of the 2007-08 Fiscal Year, after the Budget Process, I have been given several bills to pay and hidden or “unknown” annual bills that were not included in the budget process. Several of these projects had been put off until late in the Fiscal Year and we have found annual maintenance costs that were not projected or requested.

IT may face some serious shortfalls in paying annual maintenance and software fees in County-Wide projects such as Document Imaging, Black Box BSI, UPS Power Insurance, System Security switches and ArcVault back-ups.

At the end of the Fiscal Year, IT budget line item of 010-012200-8007-000-000, Integrated Technology Equipment still had several thousand left in it. We would like to request that the balance from this line item be carried forward into line item 010-012200-3005-000-001, Maintenance Service Contract – Network, to aid in meeting payment of the mentioned expenditures.

If you should have any questions or need further information on this request, please feel free to call me on my direct line, 8224.



107 North Kent Street, Winchester, Virginia 22601


# Northwestern Regional Adult Detention Center

Bruce R. Conover - Superintendent



141 Fort Collier Road, Winchester, VA 22603  
(540) 665-6374 (540) 665-1615 FAX

## MEMORANDUM

To: Ms. Cheryl Shiffler, Frederick County Finance Director  
From: Bruce R. Conover, Superintendent   
Date: July 23, 2008  
Subject: SCAAP Funds

---

The State Criminal Alien Assistance Program (SCAAP) is a Department of Justice initiative intended to assist state and local governments in offsetting the cost of supervising aliens incarcerated for local crimes. Funds to support the program are allocated annually by the federal government and apportioned to state and local governments based upon the number of days aliens were incarcerated for local crimes and the cost of the correctional officer staffs required to secure them. The funds received must be used for correctional purposes.

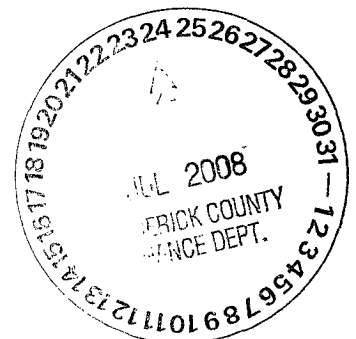
The Regional Jail contracts annually with Justice Benefits, Inc, Dallas, TX to compile the data needed to support requests for financial assistance by our four participating jurisdictions. As compensation for their work in compiling the data, Justice Benefits vouchers each jurisdiction for an amount equal to 22% of that amount received from the federal government.

SCAAP rules do not allow Regional Jails to apply for or receive grant reimbursements. Consequently the funds are distributed directly to the participating jurisdictions.

A copy of the contract and notice of funds utilization are attached for information.

shifflerJB17-08

-4-



Janette -  
FY files -  
C3 Jul



October 18, 2005

Tabitha Taylor  
Frederick County  
Northwestern Regional Jail  
141 Fort Collier Road  
Winchester, VA 22603

4 YRS  
8/05 TO 8/09

Dear Ms. Taylor:

Please see the enclosed fully executed Agreement for Professional Services between Justice Benefits, Incorporated and the Northwestern Regional Jail.

Again, we look forward to our partnership and finding many well-deserved federal dollars for the County of Frederick, County of Clark, County of Fauquier and the City of Winchester. As always, please do not hesitate to call Michael Moore, JBI Regional Account Manager, should you have any questions. Michael can be reached at 800-835-2164 X 3743.

Sincerely,

A handwritten signature in cursive script that reads "LaKeisha Fields".

LaKeisha Fields  
Marketing Coordinator

Enclosure

MM/lf

- 5 -



## AGREEMENT FOR PROFESSIONAL SERVICES

between

**Justice Benefits, Incorporated**

and

**Northwestern Regional Jail, Virginia**

This Agreement is entered into by and between Northwestern Regional Jail, Virginia (hereinafter referred to as the "Regional Jail Authority") and Justice Benefits, Incorporated, a business unit of Unifacare, LTD, (hereinafter referred to as "JBI" or "Contractor"), located at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

### WITNESSETH

**WHEREAS**, many of the services provided by the Regional Jail Authority are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

**WHEREAS**, JBI is willing and able to provide professional assistance to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the

**NOW, THEREFORE**, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

### ARTICLE I RESPONSIBILITIES OF JBI

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the Regional Jail Authority to identify such additional Federal and other revenue sources, if any, as may be available to the Regional Jail Authority through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the Regional Jail Authority of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the Regional Jail Authority of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the Regional Jail Authority; but is not obligated to make the Regional Jail Authority aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the Regional Jail Authority signing an Initiative with JBI for the claiming of federal

-6-

dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

**ARTICLE II  
RESPONSIBILITIES OF THE REGIONAL JAIL AUTHORITY**

- 2.01 The Regional Jail Authority agrees to perform the following activities:
- a. Designate a properly authorized Regional Jail Authority representative to sign each JBI Initiative of which the Regional Jail Authority approves.
  - b. Designate a contract monitor who shall:
    - i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this agreement; and
    - ii. Authorize payment for services rendered based upon properly submitted invoices to the Regional Jail Authority in accordance with Article V of this agreement (i.e. Compensation).
  - c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this agreement.

**ARTICLE III  
INITIAL TERM AND RENEWAL**

- 3.01 The initial term of this Agreement is four (4) years, commencing with the date of this contract (the "Initial or Renewal Term").
- 3.02 Upon conclusion of the Initial Term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless written notice is given at least thirty (30) days prior to the expiration of this Agreement.

**ARTICLE IV  
CONFIDENTIALITY**

The Regional Jail Authority and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities.

**ARTICLE V  
COMPENSATION**

5.1 The intent of this Agreement is to compensate JBI for new revenues received by the Regional Jail's contributing jurisdictions (City of Winchester, County of Clarke, County of Frederick and County of Fauquier) that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the Regional Jail Authority of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County/City with submittals, assisting the Counties/City should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- ❖ Twenty-two percent (22%) of all revenue paid to the County of Clarke, County of Frederick, County of Fauquier, and the City of Winchester (prospectively or retroactively) as described in each of the Regional Jail Authority signed Initiatives. JBI will be paid its fees for a minimum of four years worth of claims filed prospectively once an Initiative is signed by the Regional Jail Authority. In addition, JBI will be paid its fees on any retroactive claims filed for that same Initiative.

5.2 Unless otherwise agreed or directed by JBI in writing, the Regional Jail Authority shall make payment to the order of JBI, at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

5.3 Both parties recognize that delays in payment or reimbursement to the Counties/City by the Federal government may occur. JBI will be reimbursed within twenty-one (21) days after funds are actually received by the County and an accurate invoice is delivered to the Regional Jail Authority by JBI, even if those receipts occur beyond the term of contract.

5.4 JBI agrees that in the unlikely event any funds recovered by the Counties/City as a result of this agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the Regional Jail Authority should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the Regional Jail Authority, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

5.5 JBI shall have the right to review the County's/City's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

## ARTICLE VI NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the Regional Jail Authority shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

## ARTICLE VII

## MISCELLANEOUS PROVISIONS

7.1 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the Regional Jail Authority is authorized to execute this Agreement as the binding act of the County of Clarke, County of Frederick, County of Fauquier, and the City of Winchester.

Some programs require a submission with digital signature from an authorized elected official of the County. Contractor will prepare the claim and then provide step-by-step instructions for the authorized County official to complete the online form.

7.2 **Changes to be in Writing.** This Agreement may be modified to include additional work the Regional Jail Authority desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

7.3 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement shall be governed by the laws of the State of Virginia, and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.

7.4 **Counterparts.** This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

7.5 **Entire Agreement.** This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the Regional Jail Authority. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.

7.6 **Force Majeure.** Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.

7.7 **Headings.** The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.

7.8 **Inconsistencies.** Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.9 **Indemnification.** Contractor agrees to indemnify the Regional Jail Authority, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the Regional Jail Authority, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

7.10 **Independent Contractor.** Contractor shall be considered an independent contractor and not an employee of the Regional Jail Authority. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the Regional Jail Authority upon twenty (20) days notice.

7.11 **Legal Fees.** In the event a claim for damages is made under this Agreement, the claimant shall be entitled to recover reasonable and necessary attorneys' fees and interest at the highest rate allowed by law, provided that said claim is first presented in writing and remains unpaid for thirty (30) days.

7.12 **Interest.** In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law.

7.13 **Non-Discrimination.** In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

7.14 **Prohibition against Assignment.** There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the Regional Jail Authority after completing its work on an Initiative.

7.15 **Rule of Construction.** Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.

7.16 **Severability.** Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.17 **Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

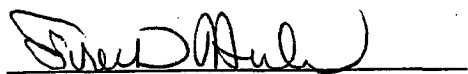
7.18 **Waiver.** The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

**IN WITNESS WHEREOF**, the undersigned parties are fully authorized by the Regional Jail's contributing jurisdictions (County of Frederick, County of Clark, County of Fauquier and the City of Winchester) and the Company respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal reimbursement opportunities arise from time to time.

EXECUTED THIS 18<sup>th</sup> DAY OF August, 2005

**AGREED:**

**Northwestern Regional Jail, Virginia**



Name

Superintendent

Title

Address: 141 Fort Collier Road

Winchester, VA 22603

**ACCEPTED BY:**

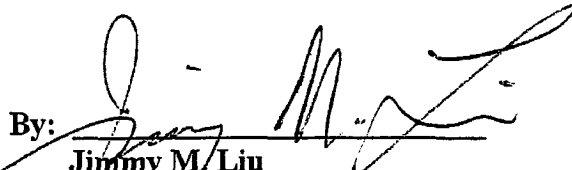
**Justice Benefits, Incorporated**

**A Business Unit of Unificare, Ltd.**

Federal Identification Number 75-2795617

By: Unificare 1, Inc.

Its General Partner

By: 

Jimmy M. Liu

Senior Vice President

2010 Valley View Lane, Suite 300

Dallas, Texas 75234

**INITIATIVE: Alien Assistance Program**

**A) Description of JBI's Contribution:**

JBI recognizes that the County of Clarke, County of Frederick, County of Fauquier and the City of Winchester, Virginia are being underpaid for housing illegal aliens. JBI will develop the cost data, secure the necessary data required to document qualified inmates, and prepare the Alien Assistance claims. JBI will work with the Northwestern Regional Jail to optimize future claims by securing 100% allowable data related to inmates.

**B) Claims submitted:**

None

**C) Total Increased Reimbursements expected:**

Unknown until cost allocation plan developed and data collected.

**D) Fee Structure:**

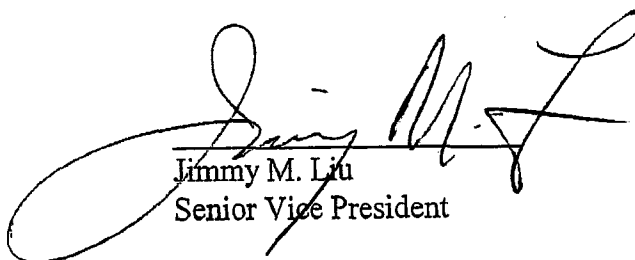
JBI will be paid its fees per its contract with Northwestern Regional Jail, Virginia on all amounts generated from this program.

**E) Agreed, JBI may proceed with this Initiative:**

Northwestern Regional Jail, Virginia:  8-18-05  
Name Date

Superintendent  
Title

Justice Benefits, Inc.:

 10-4-05  
Jimmy M. Liu Date  
Senior Vice President

# JUSTICE BENEFITS, INC.



## SCAAP UPDATE

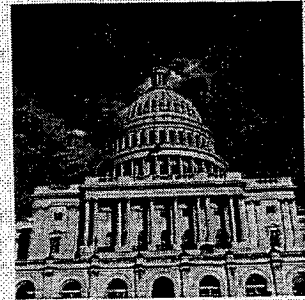
JBI's Government Affairs Office is currently working with Members of Congress to strengthen the State Criminal Alien Assistance Program (SCAAP). Specifically, we are seeking to modify SCAAP's reimbursement criteria so that correctional facilities can be reimbursed for the costs associated with incarcerating *both* convicted and charged undocumented criminal aliens - current regulations restrict payments for only convicted inmates. We believe that such a modification is both judicious and consistent with the legislative intent of SCAAP.

Representative Linda Sanchez (CA) and Senator Dianne Feinstein (CA) have introduced bills (HR 1512 and S. 2587) that will allow counties and cities to seek reimbursement for inmates charged with qualifying crimes. These bills would help cash-strapped counties and cities recover a portion of the costs associated with the burden of incarcerating undocumented criminal aliens. Without this much needed change, Local governments will continue to have the financial burden placed upon them.

In addition to removing the conviction requirement, JBI is also working with Congress to ensure that SCAAP payments are made in a timely manner. In recent years, SCAAP has been plagued by problems that have resulted in the awards being delayed up to 18 months. To address this problem, Representative Sanchez and Senator Feinstein have introduced legislation (HR 3836 / S. 2588) that will require the Department of Justice to pay SCAAP applicants within 120 days of the submission deadline.

With only a few months left before Congress adjourns, JBI encourages all of our clients to contact their Senators and Representatives immediately to urge approval of these bills. Should you need additional information or help in reaching Members of Congress, please do not hesitate to contact Michael Moore, Vice President for Government Affairs, at 800.835.2164 ext. 3743.

*Specializing in Federal  
Revenue Maximization*  
July 2008 • Volume 4



### Inside this issue:

|                                   |   |
|-----------------------------------|---|
| SCAAP Update                      | 1 |
| Increase your Future SCAAP Awards | 1 |
| Open Positions                    | 1 |
| FY2009 Data                       | 2 |
| Conferences                       | 2 |

## \$\$\$ How to increase your SCAAP Reimbursement \$\$\$

As you may know, beginning with the FY 2007 SCAAP awards, BJA has required SCAAP funds be used solely for correctional purposes. The following uses of funds are allowable costs that will help to increase your claim:

- Salaries for corrections officers
- Overtime costs

If you begin using your SCAAP funds to increase salaries for correction officers and/or overtime costs, you should see an increase in your claim for subsequent years. By investing back into allowable costs of the SCAAP program it should help to increase your jurisdiction's award. Since SCAAP is a reimbursement program these expenditures will help to increase future awards.

## JBI is Growing

In the fall, we will be adding an additional Onsite Specialist and a Client Relations Analyst. The on-site specialist position requires up to 70% travel to county detention and correctional facilities. The client relations position requires a proficient knowledge of Microsoft office (Excel & Word), excellent communication skills, strong attention to detail and very limited travel. Please contact Michelle Cote, Acting Director of SCAAP Inmate, at (800) 835-2164 ext. 3786, if you know of anyone who may be interested!

|                 |                                  |                   |              |        |                        |
|-----------------|----------------------------------|-------------------|--------------|--------|------------------------|
| Company No: 001 | Account Number: 3010 33010 22    | Period:           |              |        |                        |
| Date: 7/25/08   | HOUSING ILLEGAL ALIENS - FEDERAL | Time: 1135        |              |        |                        |
| Budget Amount   | Year To Date                     | Balance           |              |        |                        |
| \$ .00          | \$16,788.00-                     | \$16,788.00       |              |        |                        |
|                 | Encumbrances                     |                   |              |        |                        |
|                 | \$ .00                           |                   |              |        |                        |
|                 | -----                            | -----             |              |        |                        |
| Date            | Source                           | Reference Number  | Amount       | Period | Description            |
| *****           | G/L Year-To-Date-                | P0#               |              |        |                        |
| *****           |                                  | Encumbrance-      |              |        |                        |
| *****           |                                  | A/P Holding File- |              |        |                        |
| *****           |                                  | P/R Holding File- |              |        |                        |
| *****           |                                  | U/T Holding File- |              |        |                        |
| 07232008 CS     |                                  | 20080723          | \$16,788.00- | 200807 | -TREASURER CASH REPORT |
| *****           |                                  | A/R Holding File- | \$16,788.00- |        |                        |
| *****           |                                  | G/L Holding File- |              |        |                        |
| *****           |                                  | S/S Holding File- |              |        |                        |
| *****           |                                  | INV Holding File- |              |        |                        |
| *****           |                                  | Budget Amount-    |              |        |                        |



**Justice Benefits, Inc.**  
**2010 Valley View Lane**  
**Suite 300**  
**Dallas, TX 75234**

**Invoice**

Invoice Number:  
 200404966

Invoice Date:  
 Jul 25, 2008

Voice: 972-406-3700  
 Fax: 972-406-3756

Page:  
 1

Sold To:  
 FREDERICK COUNTY, VA  
 CHERYL SHIFFLER  
 107 NORTH KENT STREET  
 WINCHERSTER, VA 22601

| Customer ID  | Customer PO | Payment Terms |
|--------------|-------------|---------------|
| A6UJ9A00028A |             | Net. Due      |
|              |             |               |

| Description         | Extension |
|---------------------|-----------|
| SCAAP FY 2006 AWARD |           |
| AWARD AMOUNT X 22%  |           |
| \$16,788.00 X 22%   | 3,693.36  |
|                     |           |
|                     |           |
|                     |           |
|                     |           |
|                     |           |
|                     |           |
|                     |           |
|                     |           |



Thank you for your business. It is a pleasure to serve your County.

|                        |                 |
|------------------------|-----------------|
| Subtotal               | 3,693.36        |
| Sales Tax              |                 |
| Total Invoice Amount   | 3,693.36        |
| Payment/Credit Applied |                 |
| <b>TOTAL</b>           | <b>3,693.36</b> |



**WINCHESTER**  
FREDERICK COUNTY  
VIRGINIA EDC

DATE: July 23, 2008

TO: Cheryl Shiffler, Finance Director

FROM: Patrick Barker

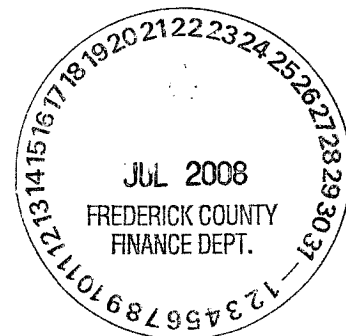
RE: Supplemental Appropriation Request for NetTech Center of Winchester  
Memorandum of Agreement  
Frederick County Account No. 10-8102-3002-002

The Winchester-Frederick County Economic Development Commission is requesting a supplemental appropriation for the NetTech Center of Winchester contingent upon terms identified in the Memorandum of Agreement (attached). Our Agreement necessitates us to add \$227,723.04 to the current appropriation for this fiscal year. Supplemental appropriation should be recorded in Frederick County Account No. 10-8102-3002-002.

This supplemental appropriation will allow the EDC to receive and expend Federal monies directly related to our contract with GSA as the fiscal agent of the NetTech Center of Winchester. No local monies are required.

We request this issue be added the next Finance Committee agenda. Please advise our office if you need any additional information.

Attachment (Memorandum of Agreement)




-15-

**Your Move. Our Commitment.**

## MEMORANDUM OF AGREEMENT

Effective date From: October 1, 2007 to: September 30, 2008

THIS AGREEMENT is entered into the date below by and between the United States of America, acting by and through the Administrator of the General Services Administration, hereinafter "GSA" and the **Winchester-Frederick County -Economic Development Commission (WFEDC)**, 45 E. Boscawen Street Winchester, Va. 22601. 

WHEREAS, GSA is authorized to enter into the project with **WFEDC** pursuant to authority found in 40 United States Code Section 587; and

NOW THEREFORE, in consideration of the foregoing premises, GSA and **WFEDC** agree as follows:

1. The funds to be provided by GSA for the project shall not exceed \$227,723.00 for the Winchester-Frederick telework center, and be in accordance with the budget request submitted by **WFEDC** and approved by GSA. A request for any additional funds must be submitted in writing to the Program Manager with a justification for the request. The Program Manager shall be Robyn Major. In the event that GSA elects to appoint a different individual as Program Manager, GSA shall notify **WFEDC** in writing.
2. The **WFEDC** shall maintain at **WFEDC** Winchester telework center with a minimum of 31 workstations respectively and shall permit access to federal government agencies based on defined schedules as outlined in the TOLBS registration for the period of October 1 through September 30 and under the parameters as outlined in section 5 of this agreement.
3. This Agreement is subject to the following cost principles and the Office of Management and Budget (OMB) uniform administrative requirements:
  - a. OMB Circular A-133 – Audits of Institutions of Higher Education and Other Non-Profit Institutions
  - b. OMB Circular A-110 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations
  - c. Davis-Bacon Act, 40 U.S.C. Section 3142
  - d. Selection of firms for architect-engineer contracts), 48 CFR Subpart 36.6
  - e. Title VI, Section 622, Public Law 101-136 (Written policy designed to ensure that all of the workplaces of the College are free from the illegal use, possession, or distribution of controlled substances)
4. No funds will be requested by, nor provided to, **WFEDC** until such time as the Agreement has been executed by both parties. **WFEDC** shall invoice GSA monthly in arrears for telework center expenses as outlined in the budget and agreed to by **WFEDC** and GSA as per section 5 of this document each fiscal year.

5. The WFEDC shall:

- a. Designate a Telework Center Program Director as a point of contact for the telework centers.
- b. Authorize the Program Director (or designee) to administer the funds for the Center.
- c. Require the Program Director (or designee) to submit an annual budget request to GSA for approval.
- d. Require the Program Director (or designee) to submit an accounting of expenses and invoices to GSA; provide an annual accounting of all expenditures, balances and surpluses.
- e. Respond to the following reporting requirements:
  - i. Maintain a file of project financial records sufficient for a complete financial audit by GSA, if GSA should decide that such an audit is necessary to certify proper expenditure of Federal funds.
  - ii. Maintain program and financial management systems consistent with the requirements of 41 CFR Subpart 105-72.30.
- f. Maintain all equipment (including but not limited to, all computers, printers, fax machines, computer servers, video conferencing equipment, or any other office equipment in each center) so that it is functional for users. Center acknowledges GSA funded the initial purchase of this equipment and therefore shall retain ownership.
- g. Ensure that each Center is equipped with a sufficient number of workstation units as well as other furniture for users to work effectively at the center.
- h. Ensure that each Federal user has, prior to use of the telework center, completed an on-line registration form via the Telework On-line Billing System (TOLBS), for participation in the Telework Center program and has been approved. The use of TOLBS will ensure that the Federal employee has authorization from their agency to participate in the Telework program and use of the telework center; will electronically submit the budgetary billing codes to GSA for GSA to bill the appropriate agency for the employees' use of the center; and will generate a report to GSA that the employee is authorized to use the center. Until GSA TOLBS representative submits information to the Center that a Federal employee is approved, the Federal employee is not authorized to use the Center.
- i. Permit non-Federal entities and persons to use the telework centers under the following conditions:

~~iii. They must register in TOLBS and provide billing information for payment of the center fees to be collected electronically by GSA. No other personal information will be collected from non-Federal users except for name and billing information.~~

~~iv. They must sign a legally binding document as deemed appropriate by GSA to ensure appropriate and legal use of the facilities.~~

~~v. GSA shall notify WFEDC when a non-Federal client is authorized to use the telework centers based on completion of the TOLBS registration and the receipt of the signed document specified in section 5.g.ii.~~

~~vi. WFEDC shall not be responsible for the collection of payment by non-Federal clients of the telework centers.~~

- j. Create a fee schedule to charge non-Federal users of the centers and submit that information to GSA at the time of the annual budget submission.
- k. Inform GSA and the Award Administrator of any agreements between the telework center and other Federal agencies for contingency operations within 30 days of entering into an agreement.

6. GSA shall:

- a. Designate a Program Manager in the Mid-Atlantic Region and a GSA TOLBS representatives in Washington DC, as a central point of contact for the project. The Program Manager shall be Robyn Major. In the event that GSA elects to appoint a different individual as Program Manager, GSA shall notify **WFEDC** in writing.
- b. Review budget submissions from the **WFEDC** and approve and process requests for funds from **WFEDC** in the most expeditious manner possible consistent with appropriate accounting procedures.
- c. GSA TOLBS representative will advise **WFEDC** of approved Federal agency participants as quickly as possible.

7. The following clauses are incorporated into this agreement by reference:

- 48 CFR 552.232-75 Prompt Payment (Sept 1999)
- 48 CFR 52.203-7 Anti-Kickback Procedures (Jul 1995)
- 48 CFR 52.223-6 Drug-Free Workplace (May 2001)
- 48 CFR 552.215-70 Examination of Records by GSA (Feb 1996)
- 48 CFR 52.222-26 Equal Opportunity (Feb 1999)
- 48 CFR 52.222-35 Prohibition of Segregated Facilities (Feb 1999)
- 48 CFR 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)
- 48 CFR 52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999)

8. OMB Circular A-110 prescribes uniform suspend and termination for grants and agreements and is hereby incorporated by reference.

9. Any publication resulting from the Agreement must include the following acknowledgment of support and disclaimer statement, whether copyrighted or not:

“This material is based upon work supported by the U.S. General Services Administration under this Agreement”

Except for scientific articles and papers appearing in scientific journals, materials must also contain the following disclaimer:

“Any opinions, findings and conclusions or recommendations expressed in this Publication are those of the author(s) and do not necessarily reflect the views of the U.S. General Services Administration.”

UNLESS APPROVED BY  
GSA PROGRAM MANAGER  
IN WRITING.

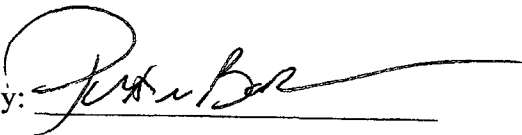
10. This project is not to be sub-granted/sub/awarded to a third party. Contracting out of certain functions as approved herein is permissible; however, the prime recipient shall insure compliance with all applicable laws and regulatory requirements by recipient parties. Additionally, **WFEDC** agrees to furnish the GSA Program Manager, no later than 30 days after award of this agreement, copies of contracts, rental agreements, leases entered into, and pay plans agreed upon between the grantee and the renting party/parties in relation to the performance of this agreement (procurement and property management procedures spelled out in the applicable OMB Circular shall govern)
11. Any and all disputes arising under this Agreement shall be referred to the respective points of contact who shall resolve such disputes, if possible, through informal means. If agreement cannot be reached informally, the dispute may be resolved through negotiated agency review of mediation by a neutral third party agreed to be both parties to this agreement. Nothing in this Agreement shall prohibit, limit, waive, modify or otherwise affect either party's right under law to seek review of any decision issued by agency review or mediation from any Court or other tribunal of competent jurisdiction.
12. This agreement will terminate one year after the effective date, unless this agreement is extended by mutual agreement in writing between GSA and **WFEDC**.
13. In accordance with 40 USC 587(b)(2) the **WFEDC** is authorized to offer workstations to non-federal users. Federal employees shall have priority in using the telework center at all times.
14. If either party breaches this Agreement in addition to any other rights or remedies, the non-breaching party may terminate this Agreement without prior notice.

United States of America

**Winchester-Frederick County  
Economic Development Commission**

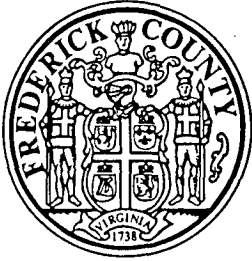
Administrator of General  
Services Administration

By: 

By: 

Date: 10/17/2007

Date: 10.12.07



## COUNTY of FREDERICK


**Kris C. Tierney**  
Assistant County Administrator

540/665-5666  
Fax 540/667-0370  
E-mail:

ktierney@co.frederick.va.us

### MEMORANDUM

**TO:** Finance Committee

**FROM:** Kris C. Tierney, Assistant County Administrator 

**RE:** Request for Carry Forward

**DATE:** August 12, 2008

The Maintenance Department is requesting a carry forward in the amount of \$21,000.00 from our Repair and Maintenance Buildings and Grounds line item (4-010-043040- 3004-000-006). We are requesting \$15,000.00 of this amount be placed into Other Contractual Services (4-010-43040-3010-000-005) for snow and ice removal at the Public Safety Building, and the remaining \$6,000.00 be placed in the Fuel line item (4-010-043010-4003-000-002).

The department spent \$10,491.50 last year on snow removal at the Public Safety Building. Although justification for funding was provided with the department's budget request package, this line item was inadvertently left blank on our primary budget request spreadsheet, therefore no funds are budgeted for snow removal for the upcoming winter.

The Department spent \$3,195.00 in our fuel line item last year and requested \$5,000.00 in this year's budget. The requested amount was reduced to \$750.00. In addition to the Maintenance Supervisor's assigned County vehicle we acquired a used truck from the Sheriff's department that will be utilized by the newly created Maintenance Technician position which will add to the demand on this line item.

I will be happy to try and answer any questions.

Thank you for your consideration.

Should you have any questions, please do not hesitate to contact me.

KRT/2007-2008/Carry forward request



-20-



FOUNDATION

Helen Sperry – Local Coordinator for the AARP Tax Aide Program  
606 Old Fort Road, Winchester VA 22601

Telephone: 540-722-8185, e-mail: Hgsperry@verizon.net



Mr. John Riley, County Administrator  
107 N Kent Street  
Winchester VA 22601

Dear Mr. Riley

I am writing to you on behalf of the AARP Tax Aide Program for the City of Winchester and Frederick County area of District-7 in the Commonwealth of Virginia. You are no doubt familiar with our program which is sponsored by the AARP Foundation and the IRS. We are a non-profit and charge no fees for our services and are dependent on the largess of the community to provide us free space. The AARP Foundation started this program about 40 years ago to help retirees with filing their income taxes. It has expanded to include those with low income who cannot afford to go to paid preparers, such as single parents, young people who are working their way through college. Many of these people file just to get their withholding tax returned to them, along with IRS forms for government perks for low income people.

For the last two seasons we have had free space at the War Memorial Building in Jim Barrett Park. We start the first of January with lessons on tax law, learn how to use the latest computer tax program, take an IRS certified test and pass it before we start servicing clients from Feb 1<sup>st</sup> through Apr 15<sup>th</sup>, then spend another week making sure that all the e-filed returns that we have done have been accepted by the IRS and VA. All of this time amounts to about 500 hours of use of the tax site. The IRS and AARP Foundation provide teaching materials, computers and necessary things for the tax filing but expect us to find FREE working space.

Last year we found that of our 2040 clients, 40% came from City of Winchester and 60% came from Frederick County, into this mix are a few from other areas but very few. Under the new fee structure of Jim Barrett Park, we would be charged their fee for non-profits. On the basis of 500 hours of use the total cost for the season would be \$3500.00. City of Winchester has agreed to provide 40% of this which is \$1400.00 leaving a balance of \$2100.00 which we would like for the County of Frederick to contribute. We would be very grateful if the Finance Committee would approve this request.

On July 30<sup>th</sup> four of the Winchester Tax Volunteers (our district coordinator, myself and two others) met with Brannon Godfrey, Winchester City Manager. He said at that time he would be willing to meet with you to help find a permanent site for our tax program in future years. If you have any questions, please call me at 540-722-8185.


Respectfully,

Helen Sperry, Local Coordinator, AARP Tax Aide Program Aug 5, 2008


-21-



You can print MBPs for employees who request them, using myVRS for Employers. Copies printed using myVRS will appear identical to the printed copies.

Authorization of Coverage Retention (VRS-170)  24kb

To access their 2008 MBPs online, your employees need to:

VSDP Long Term Care Plan Protection Against Unintentional Lapse (VRS-171)  21kb

1. Log into their myVRS for members account.
2. After logging into their myVRS online account, select the "Member Benefit Profile (MBP)" link from the left navigation column.
3. From the MBP page, select the "View 2008 Member Benefit Profile" link to view their MBP in a PDF file.
4. To retain a copy for their records, select the print button from the PDF screen.

### IRS Ruling Affects Employer Pick-Up Plans



Internal Revenue Service (IRS) Ruling 2006-43 requires employers to have formal authorization for pick-up plans by January 1, 2009. Pick-up plans allow employers to pick up or pay the member contribution rate of 5 percent and to allow purchase of prior service on a pre-tax basis.

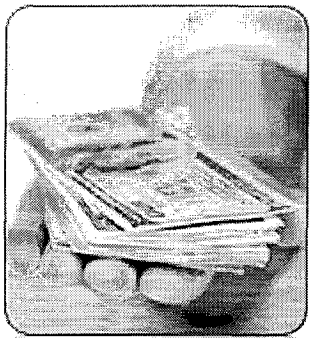
Generally, the formal authorization is in the form of a written document, and most commonly, a resolution approved by the governing body. The irrevocable resolution must contain certain

basic information that is required by the IRS ruling.

As a result of the IRS ruling, VRS is conducting a review of pick-up plan resolutions to ensure that they are compliant with the IRS ruling. State agencies are already in compliance.

To start the process, VRS recently sent a letter to local governments and school boards, outlining the requirements and including sample resolutions. Employers must return resolutions approved by their governing boards to VRS no later than September 30, 2008. VRS is required to ensure all employer pick-up plans are compliant with the IRS ruling. With your help, we can account for all employers' pick-up plans by January 1, 2009.

### Retiring Employees Can Increase Their Benefit with Unused Sick Leave



Your employees can increase their retirement benefit if they have unused sick leave at the time they retire. Eligible VRS-covered employees may use all or a portion of their unused leave to purchase service credit.

The cost to purchase service credit with payouts for unused sick leave is based on the actuarial rate. You can use the actuarial estimator on the VRS Web site under Employer Resources to assist employees with determining the cost.

Payment for unused sick leave is subject to income tax; however, the employee can add

## RESOLUTION

### **Affirmation of Authorization to Pick-up the Employee's Contribution to VRS for FREDERICK COUNTY, 55134 Under § 414(h) of the Internal Revenue Code**

WHEREAS, the FREDERICK COUNTY provides its employees with tax deferral pursuant to § 414(h) of the Internal Revenue Code with respect to their member contributions to the Virginia Retirement System (referred to as VRS) by picking up member contributions to VRS; and

WHEREAS, VRS keeps track of such picked up member contributions, and treats such contributions as employee contributions for all purposes of VRS;

WHEREAS, the Internal Revenue Service in Notice 2006-43 has provided transition relief for existing pick up arrangements provided that an authorized person takes formal action to evidence the establishment of the pick-up arrangement no later than January 1, 2009.

WHEREAS, in order to avail itself of the protection given under Notice 2006-43, the FREDERICK COUNTY desires to affirm its intention to establish and maintain a pick-up arrangement through formal action by its governing body.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the existing member contribution pick-up arrangement is hereby affirmed as it relates to salary reduction elections in effect prior to the date of this Resolution, and it is further

RESOLVED that effective the first pay day on or after \_\_\_\_\_, the \_\_\_\_\_ shall pick up member contributions of its employees to VRS, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States; and it is further

RESOLVED that such contributions, although designated as member contributions, are to be made by the FREDERICK COUNTY in lieu of member contributions; and it is further

RESOLVED that pick up member contributions shall be paid from the same source of funds as used in paying the wages to affected employees; and it is further

RESOLVED that member contributions made by the FREDERICK COUNTY under the pick up arrangement shall be treated for all purposes other than income taxation, including but not limited to VRS benefits, in the same manner and to the same extent as member contributions made prior to the pick up arrangement; and it is further

RESOLVED that nothing herein shall be construed so as to permit or extend an option to VRS members to receive the pick up contributions made by the FREDERICK COUNTY directly instead of having them paid to VRS; and it is further

RESOLVED that notwithstanding any contractual or other provisions, the contributions of each member of VRS who is an employee of the FREDERICK COUNTY shall be picked up either through a reduction in the current salary of such employee or as an offset against future salary increases of such employee or as a combination of both at the option of the employer by the FREDERICK COUNTY on behalf of such employee pursuant to the foregoing resolutions.

Adopted in WINCHESTER, Virginia this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name & Title    Printed

\_\_\_\_\_  
Authorized Signature-    Title

# State Reductions In Aid To Localities Frederick County

| Distributing Agency                                   | Distribution Title   | FY 2009 Base       | FY 2010 Base       | FY 2009 Calculated Reduction      | FY 2010 Calculated Reduction | FY 2009 Locality Elected Reduction | FY 2010 Locality Elected Reduction | Reduction  |
|---|--|--------------------|--------------------|-----------------------------------|------------------------------|------------------------------------|------------------------------------|--|
|   |  |                    |                    |                                   |                              |                                    |                                    |  |
| State Board of Elections                              | Financial Assistance to Local Government for Gen Registrar Compensation                          | \$50,713           | \$50,713           | \$2,116                           | \$2,088                      | \$0                                | \$0                                | \$0  |
| State Board of Elections                              | Financial Assistance to Local Government for Electoral Board Compensation/mileage                | \$12,251           | \$12,251           | \$511                             | \$505                        | \$0                                | \$0                                | \$0  |
| Compensation Board                                    | Local Law Enforcement  | \$1,954,622        | \$1,954,622        | \$81,563                          | \$80,495                     | \$0                                | \$0                                | \$0  |
| Compensation Board                                    | Local Court Services   | \$490,173          | \$490,173          | \$20,454                          | \$20,186                     | \$0                                | \$0                                | \$0  |
| Compensation Board                                    | Local Commissioners of Revenue Operations  | \$147,004          | \$147,004          | \$6,134                           | \$6,054                      | \$0                                | \$0                                | \$0  |
| Compensation Board                                    | State Tax Services by Commissioners of Revenue   | \$996              | \$996              | \$42                              | \$41                         | \$0                                | \$0                                | \$0  |
| Compensation Board                                    | Operations of Local Attorneys for the Commonwealth   | \$304,663          | \$304,663          | \$12,713                          | \$12,547                     | \$0                                | \$0                                | \$0  |
| Compensation Board                                    | Operations of Circuit Court Clerks   | \$170,951          | \$170,951          | \$7,133                           | \$7,040                      | \$0                                | \$0                                | \$0  |
| Compensation Board                                    | Circuit Court Clerks' Land Records   | \$101,228          | \$101,228          | \$4,224                           | \$4,169                      | \$0                                | \$0                                | \$0  |
| Compensation Board                                    | Operations of Local Treasurers   | \$108,356          | \$108,356          | \$4,521                           | \$4,462                      | \$0                                | \$0                                | \$0  |
| Compensation Board                                    | State Tax Services by Local Treasurers   | \$2,758            | \$2,758            | \$115                             | \$114                        | \$0                                | \$0                                | \$0  |
| The Library of Virginia                               | Financial Assistance for Educational, Cultural, Community and Artistic Affairs (Handley Library) | \$243,657          | \$243,657          | \$10,167                          | \$10,034                     | \$0                                | \$0                                | \$0  |
| Department of Accounts Transfer Payments              | Distribution of Rolling Stock Taxes  | \$26,096           | \$26,096           | \$1,089                           | \$1,075                      | \$0                                | \$0                                | \$0  |
| Department of Accounts Transfer Payments              | Distribution of Recordation Taxes  | \$434,210          | \$434,210          | \$18,119                          | \$17,882                     | \$0                                | \$0                                | \$0  |
| Comprehensive Services for At-Risk Youth and Families | Financial Assistance for Child and Youth Services  | \$1,594,876        | \$1,687,259        | \$66,551                          | \$69,484                     | \$0                                | \$0                                | \$0  |
| Department of Social Services                         | General Relief   | \$11,516           | \$11,516           | \$481                             | \$474                        | \$0                                | \$0                                | \$0  |
| Department of Criminal Justice Services               | Community Corrections  | \$493,664          | \$493,664          | \$20,600                          | \$20,330                     | \$0                                | \$0                                | \$0  |
| Department of Juvenile Justice                        | Financial Assistance for Community Based Alternative Treatment Services                          | \$72,258           | \$72,258           | \$3,015                           | \$2,976                      | \$0                                | \$0                                | \$0  |
| REIMBURSEMENT TO THE COMMONWEALTH                     |  | \$0                | \$0                | \$0                               | \$0                          | \$0                                | \$0                                | Locality opts to reimburse the Commonwealth rather than take reductions in state aid for the elected amount. |
| <b>TOTALS</b>   |  | <b>\$6,219,993</b> | <b>\$6,312,376</b> | <b>\$259,548</b>                  | <b>\$259,956</b>             | <b>\$0</b>                         | <b>\$0</b>                         | <b>\$259,956</b>   |
|   |  |                    |                    | <b>Amount Remaining To Elect:</b> |                              | <b>\$259,548</b>                   | <b>\$259,956</b>                   |  |

251

In accordance with the direction included in the Instructions for Submitting Aid to Local Government Reduction Elections issued by the Department of Planning and Budget during July, 2008, I am writing to certify (County's or City's name) reduction election and transmit the required hardcopy of the Reduction Election Form.

The General Assembly chose to respond to shrinking revenue growth anticipated in the 2008-2010 biennium by shifting to local governments the responsibility for reducing \$100 million of core services. This action was approved by the Governor without identifying the programs to be reduced. These reductions are in addition to those made by the General Assembly, and approved by the Governor, affecting law enforcement, elementary and secondary education, profits from the Alcoholic Beverage Control tax collections, constitutional offices, the upgrade of wastewater treatment, and farmland preservation to name but a few. (County's or City's Name) is very concerned that this \$100.0 million reduction will be carried forward into future biennia forcing city and county governments to either raise taxes or reduce services.

(County's or City's Name) has elected (~~Choose one of the following and delete the others~~)

- 1) To make a reimbursement payment directly to the Commonwealth for all of the locality's share of the reductions. This transaction will be reflected in the locality's records as negative revenue under the heading, **Local Aid to the Commonwealth Contra Revenue.**
- 2) To take the reductions out of one or more of the programs in the list provided by DPB.
- 3) To take make the reductions through a combination of program reductions and a reimbursement payment as indicted on the attached Reduction Election Form. The portion included in the reimbursement payment will be reflected in the locality's records as negative revenue under the heading, **Local Aid to the Commonwealth Contra Revenue.**

Certified By:

\_\_\_\_\_  
County Administrator/City Manager

## Memo

To: Mr. John Riley, Frederick County Administrator  
Re: Comparables of Commercial Office Leases in Winchester Area  
Date: 7/25/08  
From: David M. Ziegler

Hello: I am writing in follow-up to the Boards action on 7/23/08, and your correspondence of 7/24/08.

I am attaching a series of commercial/professional office lease listings, as well as the cost analysis of the Phase I campus operating expense.

A.) The following are comps for the office leasing in Winchester:

- Bright Center - \$15.00/sq. ft.
- Congressional Federal (Airport Road) - \$17.50/sq. ft.
- 1845 Plaza Drive - \$16.50/sq. ft.
- C-271 Piccadilly Street Building - \$13.22/sq. ft.
- Glen Rock Building (North Loudoun Street) - \$15.00/ sq. ft.

The average cost per sq. ft. (less utilities; janitorial; maintenance etc.) is = \$15.44/sq.ft.

B.) The second attachment is our 2007 operating expense analysis for the net 17,500 sq. ft. of Phase I campus facilities. The actual cost is \$6.83/sq. ft. (not including parking).


These expenses together equal \$22.27.

The projected lease rate of \$19.50 - \$20.00 is inclusive of all costs and operating expenses, less parking in the Loudoun Street Garage.

Thus, the proposed rate is indeed competitive and well comparable to other available commercial office space.

Thank you.

Sincerely,




David M. Ziegler  
Executive Director

# Bright Center

Property ID: 15792375

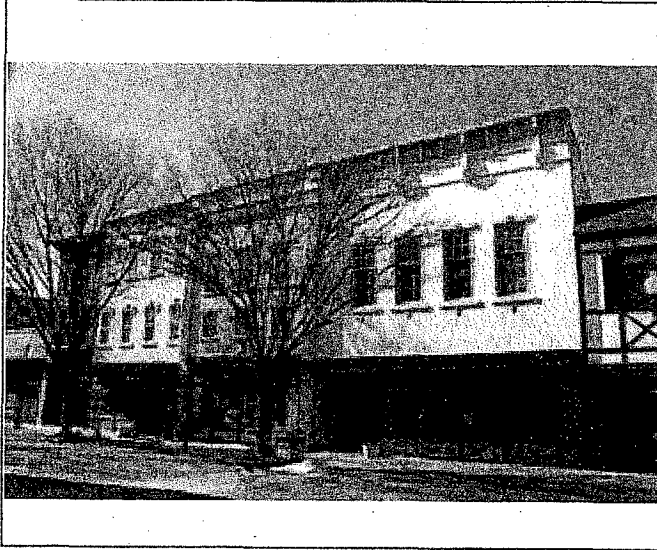
<http://listing.loopnet.com/15792375>

**Bright Center**   
 9 N. Loudoun Street  
 Winchester, VA 22601  
 County: Winchester City

**CONTACT LISTING BROKER**

**Marilyn** (703) 894-1037  
**Finnemore**

## Bright Center



|                               |                         |
|-------------------------------|-------------------------|
| <b>For Lease</b>              | <b>Active</b>           |
| <b>Type:</b>                  | Office<br>Creative/Loft |
| <b>Total Space Available:</b> | 23,600 SF               |
| <b>Divisible To:</b>          | 1,000 SF                |
| <b>Maximum Contiguous:</b>    | 14,000 SF               |
| <b>Building Size:</b>         | 38,500 SF               |
| <b>Building Class:</b>        | A                       |
| <b>Year Built:</b>            | 1900                    |
| <b>Date Last Verified:</b>    | 7/9/2008                |
| <b>Property ID:</b>           | 15792375                |

### Available Spaces

| Suite/<br>Floor   | Space<br>Available | Minimum<br>Divisible | Maximum<br>Contiguous | Rental<br>Rate | Date<br>Available | Space Type    | Sublease |
|-------------------|--------------------|----------------------|-----------------------|----------------|-------------------|---------------|----------|
| 3rd floor<br>loft | 3600 SF            |                      |                       | \$5,000/Month  | Immediate         | Creative/Loft | No       |

**Space Description:** Beautiful private space centrally located on Pedestrian Mall across from courthouse. Private kitchen, bathrooms, and deck. Private elevator access.

|                  |          |          |           |                 |           |               |    |
|------------------|----------|----------|-----------|-----------------|-----------|---------------|----|
| 15 N.<br>Loudoun | 14000 SF | 1,500 SF | 14,000 SF | \$15.00/SF/Year | Immediate | Creative/Loft | No |
|------------------|----------|----------|-----------|-----------------|-----------|---------------|----|

**Space Description:** Gorgeous central street front address across from the Court House. Three floors with two private kitchens and four sets of private baths. Could be broken into retail and office or a shared space for a variety of offices. No other space like it!

|                     |         |  |  |                 |           |               |    |
|---------------------|---------|--|--|-----------------|-----------|---------------|----|
| 2nd floor<br>Office | 1000 SF |  |  | \$14.00/SF/Year | Immediate | Creative/Loft | No |
|---------------------|---------|--|--|-----------------|-----------|---------------|----|

**Space Description:** Rare small office space available in the heart of Old Towne. Ready to go. No built out required. Fresh, creative, convenient.

|                  |         |          |          |                 |           |        |    |
|------------------|---------|----------|----------|-----------------|-----------|--------|----|
| 15 N.<br>Loudoun | 5000 SF | 1,000 SF | 5,000 SF | \$15.00/SF/Year | Immediate | Anchor | No |
|------------------|---------|----------|----------|-----------------|-----------|--------|----|

**Space Description:** Centrally located retail space on the pedestrian mall, part of the Bright Center Shops. Wonderful location, wonderful bright welcoming space.

### Additional Information

**Property Description:**

Creative, upscale, fully-renovated, ADA-compliant building. The lower floor houses the Bright Center shops while

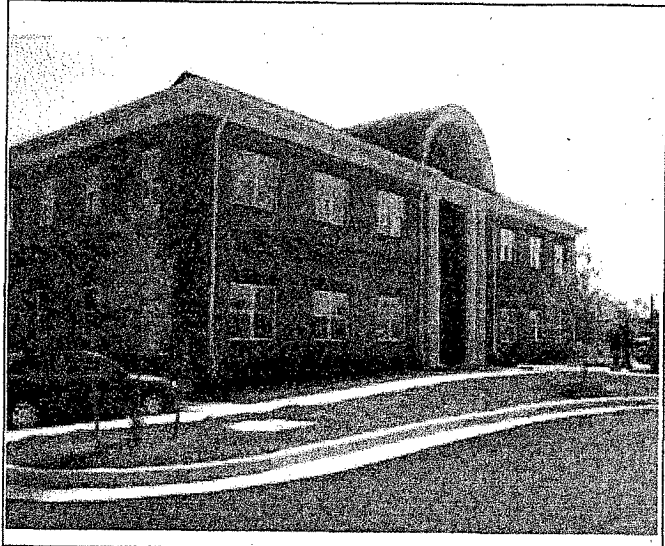
# Congressional Federal

Property ID: 15747343

<http://listing.loopnet.com/15747343>

**Congressional Federal** PM  
271 Airport Road  
Winchester, VA 22602  
County: Frederick

**CONTACT LISTING BROKER**  
**Marie DiLorenzo** (540) 535-0808



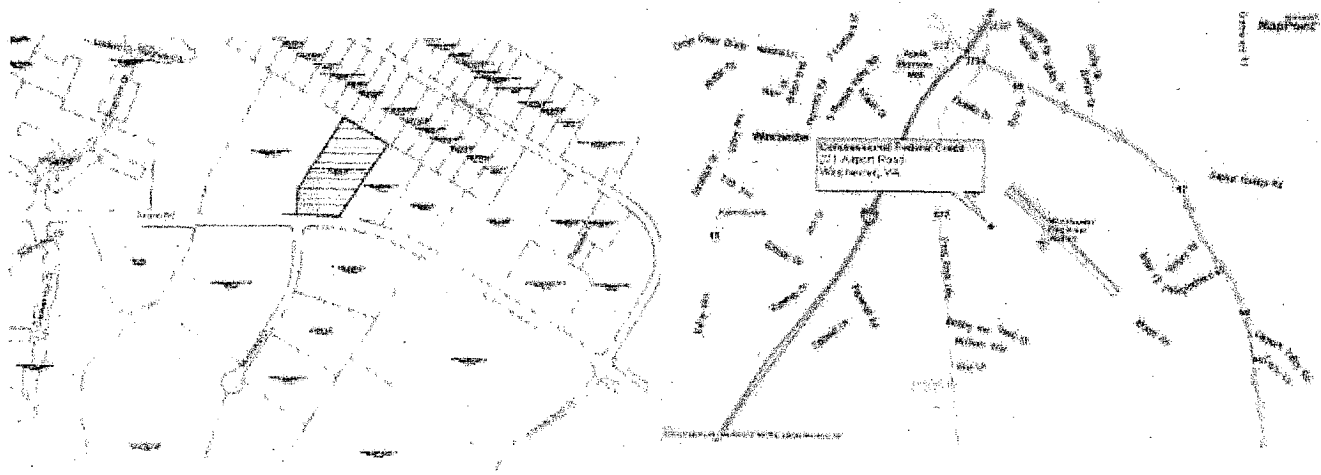
|                               |                           |
|-------------------------------|---------------------------|
| <b>For Lease</b>              | <b>Active</b>             |
| <b>Type:</b>                  | Office<br>Office Building |
| <b>Total Space Available:</b> | 3,000 SF                  |
| <b>Building Size:</b>         | 8,560 SF                  |
| <b>Year Built:</b>            | 2008                      |
| <b>Date Last Verified:</b>    | 7/11/2008                 |
| <b>Property ID:</b>           | 15747343                  |

### Available Spaces

| Suite/<br>Floor | Space<br>Available | Minimum<br>Divisible | Maximum<br>Contiguous | Rental<br>Rate  | Date<br>Available | Space Type      | Sublease |
|-----------------|--------------------|----------------------|-----------------------|-----------------|-------------------|-----------------|----------|
| B               | 3000 SF            |                      |                       | \$17.50/SF/Year | Immediate         | Office Building | N/A      |

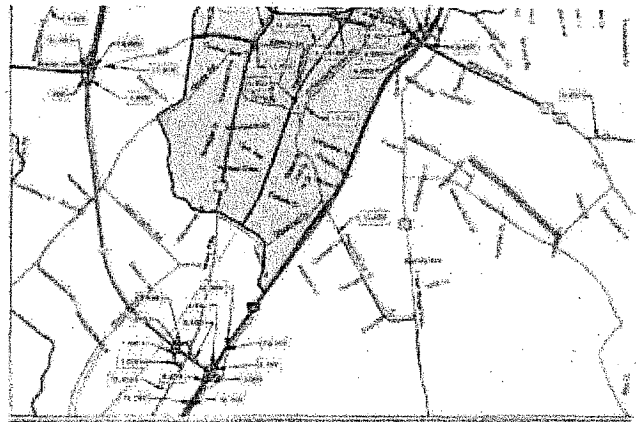
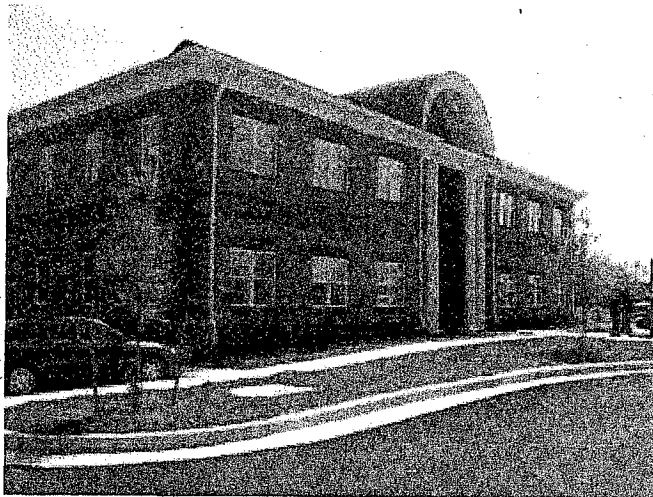
**Lease Type:** NNN

### Additional Photos



**Location Map**





Traffic

---

**Additional Information**

---

**Property Description:**

Beautiful, new office space in the heart of the airport business complex. Top floor is available 3,000 sq. feet. Can be subdivided into two private spaces or one tenant can use all of the space. Main floor is fully occupied by building owner. Elevator to second floor, large parking lot, B2 zoning ready for occupancy June 08.  
<http://lease.svn.com/congressional>

**Location Description:**

Winchester Virginia, the new focus for commercial growth in Northern Virginia. As quoted by Southern Business and Development magazine, Winchester was named as one of the "Ten Strong Economies You May Not Have Noticed". Between 2000 and 2005 the population of Winchester has grown by 39%. Sales revenue has increased by 115% since 1994. Unemployment averages 2.6%. Winchester continues to be in the path of progress out of Washington DC with commuters, major industrial firms and federal agencies such as FEMA and FBI locating here.

**Lot Size:** 2.02 Acres

---

**Highlights**

---

- 3,000 Sq Ft Office at \$17.50 PSF
- Beautiful new office space
- Close to I-81, Route 522 and Route 50
- Adjacent to Airport
- Half of building is Leased



6/6/2008

**Link directly to this listing or embed it on your website!** More Details Link <http://listing.loopnet.com> Embed

<script type="text/javas

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions, or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial, and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

1845 Plaza Drive

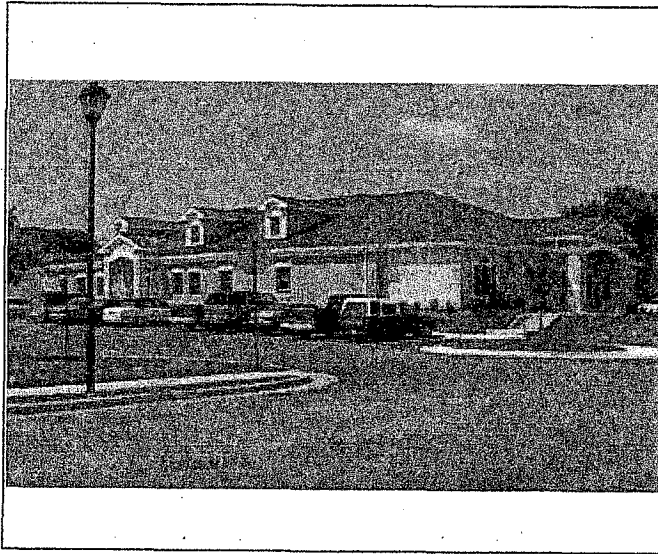
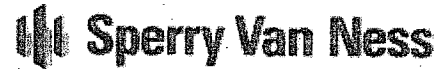
Property ID: 15636092

<http://listing.loopnet.com/15636092>

**1845 Plaza Drive** <sup>PM</sup>  
 Winchester, VA 22601  
 County: Frederick

**CONTACT LISTING BROKER**

**Marie DiLorenzo** (540) 535-0808  
**Dick Helm** (540) 535-0808

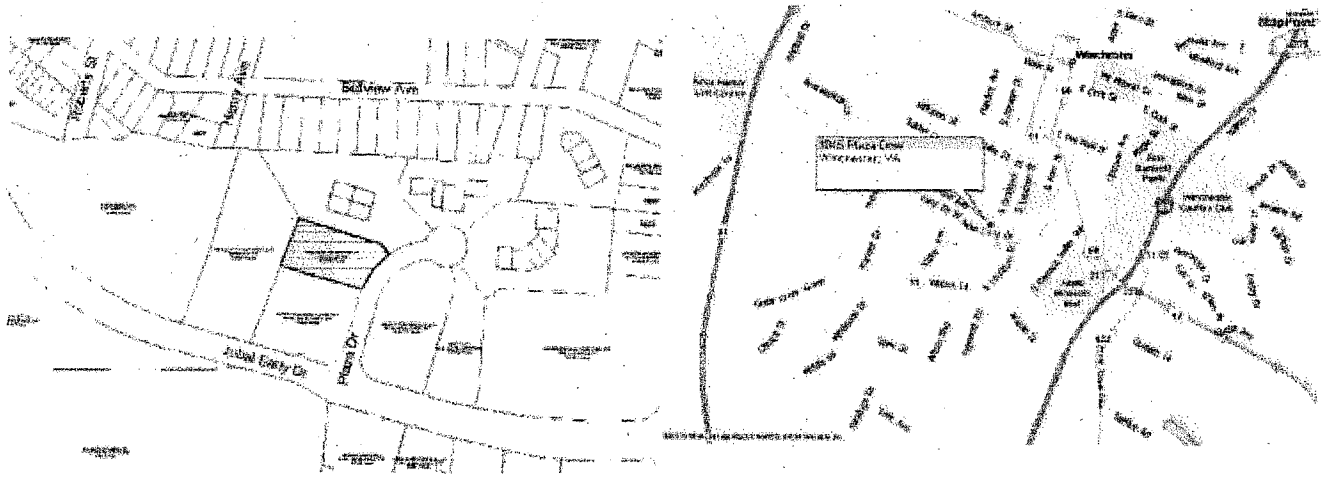


|                               |                          |
|-------------------------------|--------------------------|
| <b>For Lease</b>              | <b>Active</b>            |
| <b>Type:</b>                  | Office<br>Medical Office |
| <b>Total Space Available:</b> | 4,210 SF                 |
| <b>Divisible To:</b>          | 835 SF                   |
| <b>Maximum Contiguous:</b>    | 1,670 SF                 |
| <b>Building Size:</b>         | 4,210 SF                 |
| <b>Year Built:</b>            | 2002                     |
| <b>Date Last Verified:</b>    | 7/11/2008                |
| <b>Property ID:</b>           | 15636092                 |

**Available Spaces**

| Suite/<br>Floor          | Space<br>Available | Minimum<br>Divisible | Maximum<br>Contiguous | Rental<br>Rate     | Date<br>Available | Space Type     | Sublease |
|--------------------------|--------------------|----------------------|-----------------------|--------------------|-------------------|----------------|----------|
| 1849 A                   | 835 SF             |                      |                       | \$16.50/SF/Year    | Immediate         | Medical Office | N/A      |
| <b>Additional Types:</b> |                    | Office Building      |                       | <b>Lease Type:</b> |                   | NNN            |          |
| 1849 B                   | 840 SF             |                      |                       | \$16.50/SF/Year    | Immediate         | Medical Office | N/A      |
| <b>Additional Types:</b> |                    | Office Building      |                       | <b>Lease Type:</b> |                   | NNN            |          |
| 1847                     | 1670 SF            |                      |                       | \$16.50/SF/Year    | Immediate         | Medical Office | N/A      |
| <b>Additional Types:</b> |                    | Office Building      |                       | <b>Lease Type:</b> |                   | NNN            |          |
| 1845                     | 865 SF             |                      |                       | \$16.50/SF/Year    | Immediate         | Medical Office | N/A      |
| <b>Additional Types:</b> |                    | Office Building      |                       | <b>Lease Type:</b> |                   | NNN            |          |

**Additional Photos**



**Location Map**




---

**Additional Information**

---

**Property Description:**

Beautiful, central location for professional office. Plenty of parking, and a beautiful office to see patients or meet with clients. Large waiting rooms, private conference rooms, exam rooms, reception areas, all completely built out and very attractive. <http://lease.svn.com/1845plazadr>

**Location Description:**

Winchester Virginia, the new focus for commercial growth in Northern Virginia. As quoted by Southern Business and Development magazine, Winchester was named as one of the "Ten Strong Economies You May Not Have Noticed" along with Birmingham, Louisville and Oklahoma City. Between 2000 and 2005 the population of Winchester has grown by 39%. Sales revenue has increased by 115% since 1994. Unemployment averages 2.6%. Winchester continues to be in the path of progress out of Washington DC with commuters, major industrial firms and federal agencies such as FEMA and FBI locating here. The immediate Interstate system and the Inland Port encourage continued industrial and distribution growth.

**Property Types:**

Medical Office  
Office Building

**Lot Size:**

0.72 Acres

---

**Highlights**

---

- Lease Space @ \$16.50 PSF
- Central Location In Winchester
- Ample Parking and easy to get to
- Great Medical Offices Space
- Fully Built out and ready for Occupancy

# C-271 Piccadilly Street Bldg

Property ID: 15613521  
<http://listing.loopnet.com/15613521>

**C-271 Piccadilly Street Bldg**  
 24 West Piccadilly Street  
 Winchester, VA 22601  
 County: Winchester City

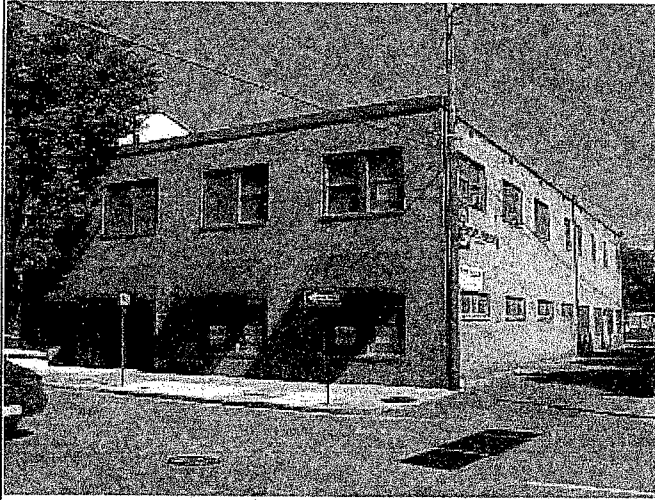
**CONTACT LISTING BROKER**

**Michael Foster** (540) 667-2424  
 Ext: 202



**THE ADAMS COMPANIES**

## C-271 Professional Office Space



|                               |                           |
|-------------------------------|---------------------------|
| <b>For Lease</b>              | <b>Active</b>             |
| <b>Type:</b>                  | Office<br>Office Building |
| <b>Total Space Available:</b> | 4,315 SF                  |
| <b>Building Size:</b>         | 10,939 SF                 |
| <b>Date Last Verified:</b>    | 7/8/2008                  |
| <b>Property ID:</b>           | 15613521                  |

### Available Spaces

| Suite/<br>Floor | Space<br>Available | Minimum<br>Divisible | Maximum<br>Contiguous | Rental<br>Rate | Date<br>Available | Space Type      | Sublease |
|-----------------|--------------------|----------------------|-----------------------|----------------|-------------------|-----------------|----------|
| Space 1         | 4315 SF            | 4,315 SF             | N/A                   | \$4,755/Month  | Immediate         | Office Building | Yes      |

**Lease Type:** Other      **Sublease Expiration:** 1/1/2009

### Additional Information

#### Property Description:

Premier office space is located in the Old Town Historic area of Winchester, VA. This space can accommodate a wide variety of operations. Close to City Hall and Judicial Center it includes several parking spaces with the lease.

#### Location Description:

Winchester, VA is located in the Northern Shenandoah Valley within 70 miles of metro Washington, DC area. Easy access to I81, I66, US50, US7, US522/340 and close to VA Bypass 37 and the Virginia Inland Port.

**Lot Size:** 0.22 Acres



3/14/2008

Link directly to this listing or embed it on your website! More Details Link <http://listing.loopnet.com> Embed  
 <script type="text/javascript">

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions, or estimates used are for example only and do not represent the current or future performance of

# Glenrock Building

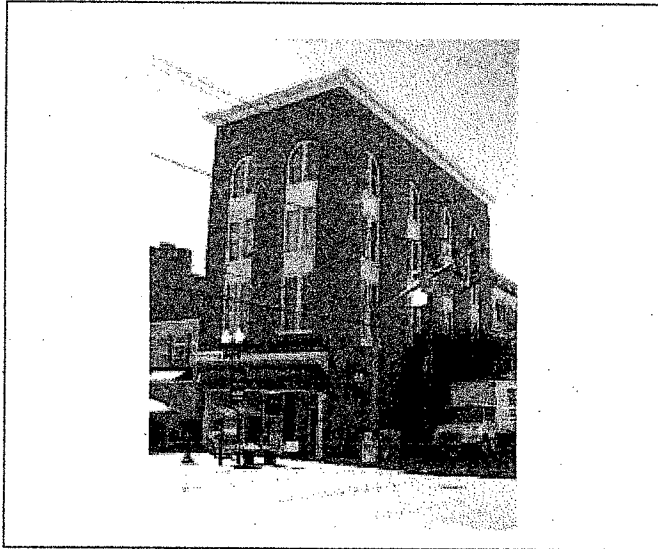
Property ID: 15498004

<http://listing.loopnet.com/15498004>

**Glenrock Building** PM  
 185 North Loudoun Street  
 Winchester, VA 22601  
 County: Frederick

**CONTACT LISTING BROKER**

**Conrad** (540) 535-0808  
**Koneczny, CCIM**  
**Betty Friant,** (540) 535-0808  
**CCIM**



|                               |                           |
|-------------------------------|---------------------------|
| <b>For Lease</b>              | <b>Active</b>             |
| <b>Type:</b>                  | Office<br>Office Building |
| <b>Total Space Available:</b> | 5,526 SF                  |
| <b>Divisible To:</b>          | 5,526 SF                  |
| <b>Maximum Contiguous:</b>    | 87,120 SF                 |
| <b>Building Size:</b>         | 7,831 SF                  |
| <b>Year Built:</b>            | 1900                      |
| <b>Date Last Verified:</b>    | 7/11/2008                 |
| <b>Property ID:</b>           | 15498004                  |

### Available Spaces

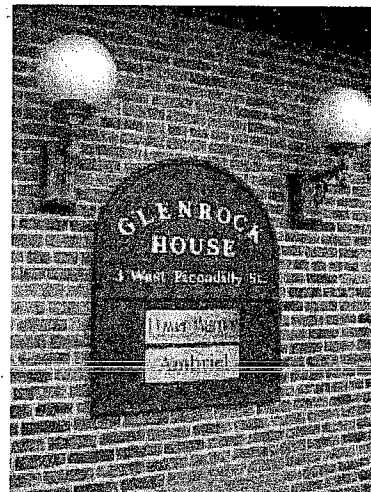
| Suite/<br>Floor | Space<br>Available | Minimum<br>Divisible | Maximum<br>Contiguous | Rental<br>Rate  | Date<br>Available | Space Type      | Sublease |
|-----------------|--------------------|----------------------|-----------------------|-----------------|-------------------|-----------------|----------|
| 002             | 5526 SF            | 5,526 SF             | 87,120 SF             | \$15.00/SF/Year | Immediate         | Office Building | N/A      |

**Lease Type:** NNN

### Additional Photos



4th floor reception



Name Plate

extreme north end of the consumer driven walking mall in the historic district of the City. Corner property with banks on opposite three corners. Focused area of business/commercial growth. Only one block west of the George Washington Hotel presently under renovation by the Wyndham Hotel Group. Only one block east of the historic Handley Library. Kitchenettes, half baths, generous reception areas and at least four private offices and private work areas on all office floor <http://lease.SVN.com/185nloudounst>

**Location Description:**

Winchester Virginia, the new focus for commercial growth in Northern Virginia. As quoted by Southern Business and Development magazine, Winchester was named as one of the "Ten Strong Economies You May Not Have Noticed" along with Birmingham, Louisville and Oklahoma City. Between 2000 and 2005 the population of Winchester has grown by 39%. Sales revenue has increased by 115% since 1994. Unemployment averages 2.6%. Winchester continues to be in the path of progress out of Washington DC with commuters, major industrial firms and federal agencies such as FEMA and FBI locating here. The immediate Interstate system and the Inland Port encourage continued industrial and distribution growth.

**Lot Size:** 0.04 Acres

---

**Highlights**

---

- Noble Circa 1900 Class A Office Space @\$15.00 PSF
- Luxury Office/Retail in the Heart of the City
- 4 Floors - Over 7,800 sq. ft. - Elevator
- Leased Retail on Street Level with Mezzanine
- Anchors Walking Mall and Financial District



1/3/2008

**Link directly to this listing or embed it on your website!** More Details Link <http://listing.loopnet.com> Embed  
<script type="text/javascript">

The information above has been obtained from sources believed reliable. While we do not doubt its accuracy we have not verified it and make no guarantee, warranty or representation about it. It is your responsibility to independently confirm its accuracy and completeness. Any projections, opinions, assumptions, or estimates used are for example only and do not represent the current or future performance of the property. The value of this transaction to you depends on tax and other factors which should be evaluated by your tax, financial, and legal advisors. You and your advisors should conduct a careful, independent investigation of the property to determine to your satisfaction the suitability of the property for your needs.

**OUR HEALTH INC.  
ANNUAL ANALYSIS OF  
CAMPUS FACILITIES OPERATIONAL COSTS**

|                                 | <u>2002-03<br/>BASELINE<br/>BUDGET</u> | <u>ACTUAL<br/>10/01/03-9/30/04</u> | <u>ACTUAL<br/>10/01/04-9/30/05</u> | <u>ACTUAL<br/>10/01/05-9/30/06</u> | <u>ACTUAL<br/>10/01/06-9/30/07</u>                                     |
|---------------------------------|--|------------------------------------|------------------------------------|------------------------------------|--|
| <b>OPERATING EXPENSES</b>       |  |                                    |                                    |                                    |  |
| Building Management             | 15,753                                 | 8,020                              | 9,218                              | 11,060                             | 11,613   |
| Legal & Accounting              | 1,050                                  | 278                                | 619                                | -                                  | -  |
| Janitorial                      | 30,630                                 | 34,733                             | 37,141                             | 41,512                             | 39,094   |
| Repairs and Maintenance         | 8,752                                  | 11,509                             | 14,531                             | 7,062                              | 12,549 <span style="border: 1px solid black; padding: 0 2px;">1</span> |
| Supplies - General              | -                                      | 262                                | 921                                | 4,962                              | 4,234  |
| Exterminating                   | 700                                    | 1,790                              | 720                                | 820                                | 670  |
| Grounds/ Snow Removal           | 2,625                                  | 2,570                              | 3,396                              | 2,791                              | 6,975  |
| Trash Collection                | -                                      | 1,087                              | 1,811                              | 1,598                              | 2,184  |
| Security Expense                | -                                      | 708                                | 939                                | 716                                | 826  |
| Telephone                       | -                                      | -                                  | -                                  | 240                                | -  |
| Utilities                       | 28,705                                 | 19,816                             | 22,891                             | 26,909                             | 24,759   |
| Parking                         | -                                      | 7,954                              | 8,635                              | 9,195                              | 10,667   |
| Small Equipment & Furnishings   | -                                      | -                                  | 1,823                              | 753                                | 645 <span style="border: 1px solid black; padding: 0 2px;">2</span>    |
| Service Contracts               | 3,501                                  | 1,780                              | 3,275                              | 3,716                              | 4,407 <span style="border: 1px solid black; padding: 0 2px;">3</span>  |
| <b>TOTAL OPERATING EXPENSES</b> | <b>\$ 91,716</b>                       | <b>\$ 90,507</b>                   | <b>\$ 105,920</b>                  | <b>\$ 111,333</b>                  | <b>\$ 118,623</b>  |
| <b>FIXED EXPENSES</b>           |  |                                    |                                    |                                    |  |
| Payment in lieu of taxes        | 1,965                                  | 768                                | 758                                | 2,708                              | 2,708  |
| Insurance                       | 7,800                                  | 2,560                              | 7,680                              | 7,536                              | 8,800 <span style="border: 1px solid black; padding: 0 2px;">4</span>  |
| <b>TOTAL FIXED EXPENSES</b>     | <b>\$ 9,765</b>                        | <b>\$ 3,328</b>                    | <b>\$ 8,438</b>                    | <b>\$ 10,244</b>                   | <b>\$ 11,508</b>   |
| <b>TOTAL EXPENSES</b>           | <b>\$ 101,481</b>                      | <b>\$ 93,835</b>                   | <b>\$ 114,358</b>                  | <b>\$ 121,577</b>                  | <b>\$ 130,131</b>  |
| <b>NET SQUARE FOOTAGE</b>       | <b>17,503</b>                          | <b>17,503</b>                      | <b>17,503</b>                      | <b>17,503</b>                      | <b>17,503</b>  |
| <b>RENT PER SQUARE FOOT</b>     | <b>\$ 5.80</b>                         | <b>\$ 5.36</b>                     | <b>\$ 6.53</b>                     | <b>\$ 6.95</b>                     | <b>\$ 7.43</b>   |

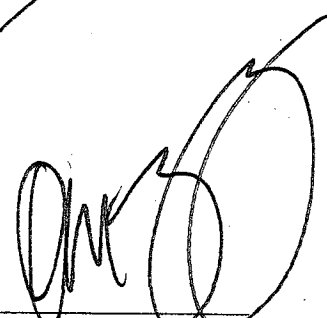
1 Repairs & Maintenance includes: \$ 7,269.71 A/C Maintenance & Repairs  
 102.75 Fire Extinguisher Inspections  
 5,176.88 Various routine repairs & maintenance supplies  
\$ 12,549.34

2 Small Equipment & Furnishings: \$ 645.00 Exterior Sign  
\$ 645.00 (excludes capitalized items)

3 Service Contracts includes monthly elevator maintenance costs

4 Insurance expense increase reflects change to full operational capacity of facilities, additional equipment and increased property values

*\$ 6.83  
Less parking*



David M. Ziegler



Rec'd  
7/25/08

COUNTY of FREDERICK

John R. Riley, Jr.  
County Administrator

540/665-5666

Fax 540/667-0370

E-mail:

jriley@co.frederick.va.us

July 24, 2008

David Ziegler  
Our Health, Inc.  
329 N. Cameron Street, Suite 300  
Winchester, VA 22601

Re: Lease of 415 North Cameron Street, Winchester, VA

Dear Mr. Ziegler:

Last evening the Board of Supervisors endorsed the Letter of Agreement between Cameron Tenant, LLC and the County for the above referenced property; however, questions were raised concerning the rent amounts of \$19.50 and \$20.00 per square foot for usable space. The Board has instructed me to research comparables to see whether or not the proposed rate is reflective of the market. I would appreciate your assistance in this regard and would respectfully request a copy of your research pertaining to comparable rental rates. Once this information has been received and evaluated, I will report my findings back to the Board for final action on this proposal.

Should you have any questions, please do not hesitate to contact me. I look forward to hearing from you.

Sincerely,

  
John R. Riley, Jr.  
County Administrator

JRR/jet





July 29, 2008

Felicia Hart,  
Executive Director

Sally Coates,  
Chairman  
Holly Wilfong,  
Vice Chairman  
Sharon Ormond,  
Secretary  
Ed Grainger,  
Treasurer

Jenny Brockwell  
Kat Bronson  
Linda Coffman  
Gary Ganoe  
Paula Gould  
Debbie Jeunette  
Sandy Jones  
Vikki Lee  
Tracy Marlatt  
Leslie Mathis  
Kathy Nerangis  
Martin Rabone  
Dick Rounseville  
Jeff Stern  
Amber Valentine  
Erica Zambinini

Student Representatives  
Jenna Bohan  
Joe Damron  
Elizabeth Gardiner  
Keayon Kim

Cheryl B. Shiffler  
County of Frederick  
107 North Kent Street  
Winchester, VA 22601

Dear Cheryl,

Thank you so very much for the generous support of First Night Winchester. We are *extremely* grateful for the \$2500 contribution that you sent on behalf of Frederick County. Please extend our appreciation to the Board of Supervisors and the County staff.

We have been very busy since January planning this year's event for New Year's Eve. We are very excited about all of the plans made so far, but our work isn't done yet! We hope that you will enjoy First Night Winchester 2009. It will be here before you know it!

Again, on behalf of the board of directors for First Night Winchester, thank you so much. We hope you are having a great summer.

Most gratefully yours,

Kathy Nerangis  
Board Member

Felicia Hart  
Executive Director

-38-



**THE METROPOLITAN WASHINGTON EAR, INC.**

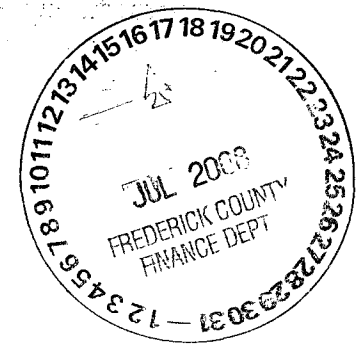
*A multi-media reading service for the blind and physically handicapped*

**A NON-PROFIT CORPORATION**

Margaret Rockwell Pfanstiehl, Ed.D.  
President

July 14, 2008

Ms. Cheryl B. Shiffler  
Finance Director  
Department of Finance  
County of Frederick  
107 North Kent Street  
Winchester, VA 22601



Dear Ms. Shiffler:

Thank you for the good news about regarding the funding in the amount of \$400 for the Metropolitan Washington Ear for FY 08-09. We greatly appreciate the support of Frederick County in our efforts to serve the blind/visually impaired residents of your county.

I am enclosing an invoice for your convience.

If you need anything else from the Ear, or if I can answer any questions, please don't hesitate to contact me.

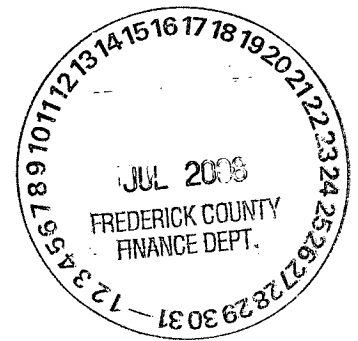
Sincerely,

Rosemary Roussil  
Development Officer

RCR/ac

enc.

-39-



July 14, 2008

Cheryl B. Shiffler  
Finance Director  
County of Frederick  
107 North Kent Street  
Winchester, VA 22601

Dear Ms. Shiffler:

Bluemont appreciates your continued support of our cultural performing arts programs in the Frederick County community. Your assistance makes it possible for us to bring the highest quality artists to the community.

Attached is an invoice for \$8,000, the total amount the County of Frederick has appropriated in FY09 to Bluemont Concert Series. This represents \$4,000 in local funds and \$4,000 in VCA Local Government Challenge Grant funds.

Presentation of the summer concert programs make the first quarter disbursements particularly heavy for Bluemont. We would be grateful to receive payment of this appropriation as soon as possible.

With best regards,

Melissa W. Dunning  
Acting Business Manager

-40-

July 16, 2008

Dear Cheryl,

Thanks so much to  
Frederick County for the  
financial commitment for  
next fiscal year. It is very  
much needed and appreciated.  
We are grateful for the support.

Sincerely, Regina