



Finance Department
Cheryl B. Shiffler
Director

540/665-5610

Fax: 540/667-0370

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

TO: Board of Supervisors
FROM: Finance Committee
DATE: May 19, 2010
SUBJECT: Finance Committee Report and Recommendations

The Finance and Audit Committees met in the First Floor Conference Room at 107 North Kent Street on Wednesday, May 19, 2010 at 8:00 a.m. Member Richard Shickle was absent. Item one was approved under consent agenda.

FINANCE COMMITTEE

- The Sheriff requests a General Fund supplemental appropriation in the amount of \$1,148.10. This amount represents a DARE donation and a t-shirt reimbursement. No local funds required. See attached, p. 1 – 2.
- The Sheriff requests a General Fund supplemental appropriation in the amount of \$85,837. This amount represents two grants received by the department. No local funds required. See attached, p. 3 – 9. The committee recommends approval.
- The Sheriff requests a General Fund supplemental appropriation in the amount of \$267,527.07. This amount represents a carry forward of grant funds. No local funds required. See attached, p. 10 – 11. The committee recommends approval.
- The Fire & Rescue Chief requests a General Fund supplemental appropriation in the amount of \$39,563.26 for the purchase of radio equipment. This amount represents funds received from the sale of the ladder truck. See attached, p. 12 – 14. The committee recommends approval.

5. The Assistant County Administrator and the IT Director request a General Fund supplemental appropriation in the amount of \$112,000. These funds are needed for data backup equipment, server room climate control and a backup generator. See attached information, p. 15 – 32. The committee recommends approval of the following supplemental appropriations: \$17,000 for backup equipment, \$55,000 for server room climate control and \$40,000 for relocation of a backup generator.

6. The Deputy Public Works Director requests a General Fund supplemental appropriation in the amount of \$406,200. This amount represents additional funds needed for the N.W. Works project. N.W. Works has agreed to reimburse the County as these funds are expended. See attached information including draft contracts, p. 33 – 47. The committee recommends approval.

7. The Fire & Rescue Chief requests a General Fund supplemental appropriation in the amount of \$16,215. This amount represents \$8,215 in unbudgeted funds received for fire programs and an additional \$8,000 in local funds. See attached memo, p. 48 – 49. The committee recommends approval.

AUDIT COMMITTEE

1. Randy Jones from Robinson, Farmer, Cox Associates was present to discuss the upcoming FY 2010 audit.

Information Only

1. The Finance Director provides April 30, 2010 financial statements. See attached, p. 50 – 54.

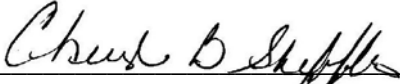
2. The Finance Director provides the Fund 10 Transfer report. See attached, p. 55 – 59.

3. The Finance Director provides the April 2010 Unreserved Fund Balance report. See attached, p. 60.

Respectfully submitted,
FINANCE COMMITTEE

Bill M. Ewing
Charles DeHaven
Richie Wilkins
Ron Hottle
Stephen Swiger

By



Cheryl B. Shiffler, Finance Director

Frederick County Sheriff's Office



ROBERT T. WILLIAMSON
Sheriff

MAJOR R. C. ECKMAN
Chief Deputy

1080 Coverstone Drive
Winchester, Virginia 22602

(540) 662-6168
Fax (540) 504-6400

COPY

TO : Finance Department
FROM : Sheriff R. T. Williamson *RW*
SUBJECT : Donation to DARE
DATE : April 29, 2010

1005

Attached is a check in the amount of \$100.00 from Winchester-Shawnee Lions Club. This represents a donation to the DARE program.

We are requesting this amount be appropriated into the DARE budget line of 3102-5413-01.

Thank you.

WINCHESTER-SHAWNEE LIONS CLUB 09-07		436
PO BOX 106 WINCHESTER, VA 22604		DATE <u>29 April 10</u> 68-258/514 12
PAY TO THE ORDER OF <u>D.A.R.E.</u>		\$ <u>100.00</u>
<u>One Hundred and 00/100</u>		DOLLARS
FIRST BANK 208 CROCK WELLS MILL DR., WINCHESTER, VIRGINIA 22603 www.firstbank-va.com		
FOR <u>FP-10 Budget</u>		MP

CC: Sharon for finance committee

Frederick County Sheriff's Office

ROBERT T. WILLIAMSON
Sheriff



MAJOR R. C. ECKMAN
Chief Deputy

1080 Coverstone Drive
Winchester, Virginia 22602

(540) 662-6168
Fax (540) 504-6400

TO : Finance Department

FROM : Sheriff R. T. Williamson *RTW*

SUBJECT : Reimbursement

DATE : May 7, 2010

1005

Attached please find two checks totaling \$1,048.10 made payable to the DARE program. These checks represent reimbursement for DARE t-shirts.

We are requesting this amount be appropriated into the budget line for DARE; 3102-5413-001.

Thank you.

RTW/asw

Attachments

cc: finance committee ✓

Frederick County Sheriff's Office

ROBERT T. WILLIAMSON
Sheriff



MAJOR R. C. ECKMAN
Chief Deputy

1080 Coverstone Drive
Winchester, Virginia 22602

(540) 662-6168
Fax (540) 504-6400

TO : Sharon Kibler - Finance

FROM : Sheriff R. T. Williamson *RTW*

SUBJECT : Grant Awards

DATE : May 10, 2010

Attached please find two grants that Frederick County Sheriff's Office has been awarded. The grants total \$85,837.00 and have been earmarked for police equipment. We are requesting these grants be added to the agenda for the Finance Committee meeting.

Thank you.

RTW/asw

Attachments





Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 9

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Frederick County 107 North Kent Street Winchester, VA 22601		4. AWARD NUMBER: 2009-SB-B9-2022																	
		5. PROJECT PERIOD: FROM 03/01/2009 TO 02/28/2013 BUDGET PERIOD: FROM 03/01/2009 TO 02/28/2013																	
		6. AWARD DATE 08/12/2009	7. ACTION Initial																
1A. GRANTEE IRS/VENDOR NO. 546001290		8. SUPPLEMENT NUMBER 00																	
		9. PREVIOUS AWARD AMOUNT \$ 0																	
3. PROJECT TITLE FY 2009 Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 68,999																	
		11. TOTAL AWARD \$ 68,999																	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758																			
15. METHOD OF PAYMENT PAPRS																			
AGENCY APPROVAL		GRANTEE ACCEPTANCE																	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL John Riley County Administrator																	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 9-21-09																
20. ACCOUNTING CLASSIFICATION CODES		21. ISBUGT3059																	
<table border="1"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>OFC.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>9</td> <td>B</td> <td>SB</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>68999</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT	9	B	SB	80	00	00		68999		
FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT												
9	B	SB	80	00	00		68999												

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Budget and Budget Narrative
(Attachment 2)

A. Personnel

No Personnel funds are being requested.

B. Fringe Benefits

No Fringe Benefits funds are being requested.

C. Travel

No travel funds are being requested.

D. Equipment

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
1. Patrol Rifles	10 @ \$900 each	\$9000
2. In-Car Video Cameras	7 @ \$5000 each	\$35000
3. Forensic Video/Clarification System	1 @ \$25000 each	<u>\$25000</u>
	Total	\$69000

E. Supplies

No supply funds are being requested.

F. Construction

No construction funds are being requested.

G. Consultants/Contracts

No consultant or contract funds are being requested.

H. Other Costs

No other cost funds are being requested.

I. Indirect Costs.

There are no indirect costs associated with this proposal, therefore no funds are being requested.

Budget Summary

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$69000.00
E. Supplies	\$0.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other	\$0.00
Total Direct Costs	<u>\$69000</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$69000</u>

Federal Request **\$68999**

Non-Federal Amount **\$1**



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 5

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Frederick County 107 North Kent Street Winchester, VA 22601		4. AWARD NUMBER: 2009-DJ-BX-0576	
		5. PROJECT PERIOD: FROM 10/01/2008 TO 09/30/2012 BUDGET PERIOD: FROM 10/01/2008 TO 09/30/2012	
1A. GRANTEE IRS/VENDOR NO. 546001290		6. AWARD DATE 08/27/2009	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE FY 2009 Justice Assistance Grant Program		10. AMOUNT OF THIS AWARD \$ 16,838	
		11. TOTAL AWARD \$ 16,838	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL John Riley County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10-6-09
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT X B DJ 80 00 00 16838		21. IDJUGT4016	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Budget and Budget Narrative
(Attachment B)

A. Personnel

No Personnel funds are being requested.

B. Fringe Benefits

No Fringe Benefits funds are being requested.

C. Travel

No travel funds are being requested.

D. Equipment

<u>Item</u>	<u>Computation</u>	<u>Cost</u>
1. In-Car Video Cameras	1 @ \$5612.66 each	\$5612.66
2. In-Car Video Cameras	2 @ \$5612.67 each	\$11225.34
	Total	\$16838

E. Supplies

No supply funds are being requested.

F. Construction

No construction funds are being requested.

G. Consultants/Contracts

No consultant or contract funds are being requested.

H. Other Costs

No other cost funds are being requested.

I. Indirect Costs.

There are no indirect costs associated with this proposal, therefore no funds are being requested.

Budget Summary

<u>Budget Category</u>	<u>Amount</u>
A. Personnel	\$0.00
B. Fringe Benefits	\$0.00
C. Travel	\$0.00
D. Equipment	\$16838.00
E. Supplies	\$0.00
F. Construction	\$0.00
G. Consultants/Contracts	\$0.00
H. Other	\$0.00
Total Direct Costs	<u>\$16838</u>
I. Indirect Costs	<u>\$0.00</u>
TOTAL PROJECT COSTS	<u>\$16838</u>
Federal Request	\$16838
Non-Federal Amount	\$0

Frederick County Sheriff's Office

ROBERT T. WILLIAMSON
Sheriff



MAJOR R. C. ECKMAN
Chief Deputy

1080 Coverstone Drive
Winchester, Virginia 22602

(540) 662-6168
Fax (540) 504-6400

TO : Cheryl Shiffler – Director of Finance
FROM : Sheriff Robert T. Williamson *RTW*
SUBJECT : Grant Funds – 2008 Congressional Grant
DATE : April 21, 2010

The Northwest Virginia Regional Drug and Gang Task Force applied for and received a 2008 Congressional Earmark/Gang Grant in the amount of \$536,609.00. Funding was allocated for Travel, Contracts/Consultants, Personnel/Fringe Benefits and Other Operating Costs. These funds were approved and appropriated into our FY 08/09 budget on 1/14/09. Expenditures were made against the grant during FY 08/09 and there were remaining balances in those lines items as of June 30, 2009. In checking the current budget lines for this grant we find that some of the remaining balances were carried forward and some were not.

Therefore, we are requesting a supplemental appropriation in the amount of ~~\$292,629.58~~ *\$ 267,527.07* to be appropriated into the grant budget lines for the 2008 Congressional Gang Grant that were not carried forward at the end of fiscal year 2008 – 2009.

The Congressional Gang Grant is a reimbursable grant and Frederick County will receive 100% reimbursement.

If you have any questions, please contact me.

Thank you for your consideration in this request.

RTW/asw



2008 Congressional Earmark/Gang Grant

	Original Appropriation (BA655)	FY 09 Year End balances	C/F to FY10 (BS241)	C/F (S/A) needed
3-010-19110-0059				
4-010-31020-5413-000-005	15,005.62	12,952.80	12,952.80	-
4-010-31020-5506-000-005	28,570.00	28,570.00	28,570.00	-
4-010-31020-3002-000-005	388,655.78	225,611.87		225,611.87
4-010-31020-1002-000-086	34,000.00	34,000.00		34,000.00
4-010-31020-2001-000-000	2,601.00	2,601.00		2,601.00
4-010-31020-2002-000-000	4,603.60	4,603.60		4,603.60
4-010-31020-2005-000-000	278.80	278.80		278.80
4-010-31020-2011-000-000	431.80	431.80		431.80
	474,146.60	309,049.87	41,522.80	267,527.07
0-010-000240-2530*	62,462.40			
	536,609.00			


*put back in F/B because Todd Swartz salary & fringes were already budgeted in FY09 since he was a current employee



Timothy L. Welsh
Department Chief

MEMORANDUM

TO: Cheryl Shiffler, Director
Finance Department

FROM: Timothy L. Welsh, Chief 
Fire and Rescue Department

SUBJECT: Request For Supplemental Appropriation

DATE: May 5, 2010

I feel it necessary at this time to request a supplemental appropriation from the sale of the County Ladder Truck in the amount of \$39,563.26 in order to accomplish several critical items which I detail as follows:

We have reached maximum capacity at the current multi-coupler at our Great North Mt. antenna site. I request funds for an Expandable Transmit Receive Multi-coupler device to allow us to use one antenna for multiple radio receivers. Currently, we have expended all of our available receiver ports and cannot operate any of our additional essential equipment off our top most receiver antenna. The transmit combiner gives us similar capability with the transmit antennas and will allow us to use a higher located antenna which will improve Fire paging and portable radio reception on our primary channels. Additionally this will ensure that all radios at Great North Mt function similarly with regard to transmit and receive.

Cost: \$11,250

The two Quantar base station radios that are requested are to replace nearly 15 year old equipment at two sites. While still narrowband capable, they are experiencing maintenance issues. The replaced equipment can be put into reserve status and taken off line for primary use and used when there is an equipment failure.

Cost: \$21,972.26

In addition to the above mentioned project, it is necessary at this time to address an issue involving our Scott In-House Repair Center. Funds are requested to complete required inventory repair parts for the Scott In-House Repair Center. This program provides the necessary replacement parts for Self Contained Breathing Apparatus at all County Fire Stations (except Stephens City which uses a different brand) and all SCBA used by the Training Division and Department Staff. This program provides for annual testing of the equipment and quick repair so that apparatus can be placed in service quickly as Fire Stations do not maintain spare SCBA at a cost of \$5,600 each.

Cost: \$6,341

I am very aware of the current situation the County faces economically and the limited funds available within the Fire & Rescue Department budget. Therefore, at this time I request the revenue from the sale of our 1988 Ladder Truck.

3505-5407-000	\$6,341.00
3505-8003-000	\$33,222.26

If you have any questions or need additional information regarding the aforementioned projects, please do not hesitate to contact me so I may further discuss these critical issues.

TLW;jlc
Cc: File



COUNTY of FREDERICK

John R. Riley, Jr.
County Administrator

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

jriley@co.frederick.va.us

Bill of Sale

Date: April 26, 2010

Seller: County of Frederick, Virginia
107 N. Kent Street
Winchester, VA 22601

Buyer: Zion Crossroads Volunteer Fire Department
409 Poindexter Road
Louisa, VA 23093
P.O. Box 1088
Troy, VA 22974

1013
3-010-15020-0006
Cash sheet 4/29/10

Description:

1988 Federal Motors Aerial Ladder Truck
VIN: 1F9DBBA84J1037336

Amount: \$40,000.00

11313



Zion Crossroads Vol. Fire Department
PO Box 1088
Troy, VA 22974

WACHOVIA BANK, NA
wachovia.com
68-141/510

PAY TO THE ORDER OF

Treasurer of Frederick County

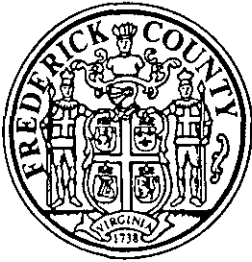
\$ 40,000 ⁰⁰/₁₀₀

Forty Thousand ⁰⁰/₁₀₀

DOLLARS

For Frederick County Truck 13

Ricky Bywater



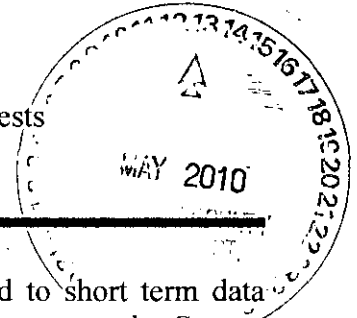
MEMORANDUM

Kris C. Tierney
Assistant County Administrator

540/665-5666
Fax 540/667-0370

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

TO: Finance Committee
FROM: Kris C. Tierney, Assistant County Administrator
Mark Lemasters, IT Director
RE: IT Server Room Upgrade and Data Protection - Funding requests
DATE: May 12, 2010



The IT and Maintenance staff have identified some pressing needs related to short term data backup and long term IT system continuity of operations. Over the past three years the County has made extensive upgrades to our IT systems in areas of security, performance, and conformity to best practices. These efforts, combined with a number of other initiatives, have dramatically increased both the volume of information being stored electronically, and the number of servers required to efficiently house and handle the County's data and operational requirements. With the dramatic increase in the volume of data being stored, the efficiency and speed of data backup has become an issue, while the expansion of equipment has led to a space shortage and issues resulting from the build up of residual heat. Staff has taken steps to expand and upgrade the IT server room; however upgrades to the climate control system have not yet been implemented.

The current request before the Finance Committee is for funding to address each of these needs. As a whole, the combined total of the requested items is \$112,000.00. It should be noted that two components of the request (the climate control equipment and back up generator) involve substantial electrical and mechanical work and equipment which has not yet been put out to bid. The amount of funding requested is based on estimates from the electrical and mechanical engineers who developed the scope of work. We would hope actual costs would be less once the projects were bid.

Below is a brief description of each of the separate, but related initiatives. While each of the requested items is aimed at addressing a pressing need, they are discussed in order of their relative priority. A more detailed discussion of each is contained in the corresponding attachments.

- 1) Request for a Supplemental Appropriation in the amount of \$17,000.00 to (line item # 010-012200-5413-000-003) for Data Backup Equipment.

As the increased volume of digital files created by departments using the new systems flood data storage, Data Protection and Recovery have become paramount. While IT has a functioning and reliable tape media backup system it is cumbersome, consuming a great deal of staff time to monitor and maintain, and is not robust enough to handle the number of backup jobs required to protect growing data repositories. To protect the County's digital data, staff is proposing that the

current tape backup system be expanded to include disk-to-disk capabilities allowing multiple-job and faster file storage and recovery.

- 1) Request for a Supplement Appropriation of \$55,000.00 to (line item # 010-043040-8011-000-000, Alterations to Old Building) for Server Room Climate Control Equipment and Installation.

The increase in the number of servers and related equipment necessitated the expansion of the server room and also resulted in an increase in residual heat generated from the equipment at 107 North Kent. The requested funds would be utilized to install climate control equipment in server room to provide cooling and humidity control. If approved, the equipment would be installed in such a way that it could be easily converted to work off of power supplied by a backup generator.

- 2) Request for a Supplemental Appropriation of \$40,000.00 to (line item # 010-043040-8011-000-000, Alterations to Old Building) for a Backup Generator.

The requested funds would be used for the installation of a generator along with associated switching and electrical work. The generator would be configured to automatically provide power to IT equipment in case of a prolonged power outage. As presently configured, key components of the County's IT related operations would be non-functional during a power loss of more than roughly 15 minutes. (The projected time at which the buildings UPS system battery life would expire) Examples of the functions that would be lost include such things as; the phone and closed circuit surveillance systems at the 107 North Kent Street complex, internet and email access at the 107 Complex, Public Safety Building, Regional Jail and Animal Shelter, the County's GIS system , and the AS400.

The attached materials provide greater detail on each component of these requests. Staff from both the IT and Maintenance Departments will be available at the Finance Committee meeting to elaborate as needed on the requests, as well as respond to questions.

Item #1 Data Backup Equipment



INFORMATION TECHNOLOGIES

MARCUS D. LEMASTERS, IT DIRECTOR

mlemaste@co.frederick.va.us

Voice: 540.722.8224

FAX: 540.722.2169

MEMO

TO: Kris Tierney, Assistant County Administrator
FROM: Marcus D. Lemasters, IT Director
SUBJECT: Explanation of Request for Additional Funding for Data Backup Project
DATE: May 10, 2010

Upon the recommendations of the Finance Committee, IT has gone back through the previous request for supplemental funding for a Redundant Backup System with off-site capabilities and worked up a plan with specifics to explain the complexities of the request. IT is continuing its request for a supplemental appropriation of \$17,456.20 for IT line item 010-012200-5413-000-000, Other Operating Supplies. I would like to submit the following support data as requested:

DATA BACKUP – THE DELIMA

As the County develops increased electronic and digital capabilities, both in the vocational and enterprise realms of computing, masses of digital data and files are created and stored by its users. Data protection becomes a growing part of the Information Technologies (IT) initiatives and budget. Tape media holds steadfast as the backbone of backup technology, however, as data managers, we recognize that tape media does have its limitations.

“**Vocational** – equipment, software and/or data that is used solely by a department or agency who controls access internally or with the assistance of Information Technologies.

“**Enterprise** – equipment software and/or data that available across the network to all users with accounts managed by a centralized agency, in the County’s case, Information Technologies.

Several enterprise or County-wide software systems and technology have been added to the Network Operations Center (NOC), as part of multi-departmental initiatives:

Laserfiche Document Imaging
Active Directory
Email Archiving
File Encryption

GIS/IMS Interactive Mapping Web site
Exchange Email System
Spam Filtering
Email Encryption

As the masses of digital files created by departments using these new systems floods servers and storage devices, Data Protection and Recovery have become paramount.

DATA BACKUP – THE RESULT OF THE DELIMA

Traditionally, many data and network managers have regarded the task of creating backups as a nuisance and avoided being tied down with it. The role of backups has transcended from pure disaster prevention to become an integral part of the information management process. Backup technology must satisfy two requirements, namely that of responding flexibly to the demands of administrators and users and that of being controlled centrally in a NOC.

“NOC – network operations center – the network “brain” or centralized control and operation center for enterprise equipment, servers and data.

With so much effort put into installation and development of new systems and services, IT has not been able to meet these two requirements.

DATA BACKUP – THE INVESTIGATION OF THE DELIMA

At the Frederick County NOC, IT has a functioning and reliable tape media backup system, but it is cumbersome, time consuming, and not robust enough to handle the number of backup jobs required to protect growing data repositories.

“Tape backup – tape backup is the ability to periodically copy the contents of all or a designated amount of data from its usual storage device to a magnetic tape cartridge device so that, in the event of a hard disk crash or comparable failure, the data will not be lost. Data is stored in a sequential access storage. The data is written in a specified order, to recover the data, it must be done in the same exact order.

To protect the County’s digital data, the current tape backup system should be expanded to include disk-to-disk capabilities allowing multiple-job and faster file storage and recovery.

“Disk-to-disk backup – a computer hard disk is backed up to another hard disk rather than to a tape or floppy. A disk drive provides random access storage. The drive can move its read/write head to any random part of the disk in a short amount of time and recover data smoothly and effectively.

“Disk array – are storage systems that link multiple physical hard drives into one large drive for advanced data control and security. Disk arrays have several advantages over traditional single-disk systems.

As a side note for the tape media backup system – the ArcVault will only run one (1) tape backup job at a time. The tapes store 200 gigabytes of data. The current data being stored is at four (4) terabytes. Therefore, all of the data must be broken down into multiple jobs. We’re working 25 backup jobs

currently. Every user wants a daily backup of all of their data, which is not physically possible and is a scheduling nightmare for what IT does manage to do.

Some users require their data backup to be run in one continuous string, which requires multiple tapes to complete. A staff member has to be physically present to swap out tapes as needed and restart/continue the backup job.

“Data storage numbers – the average personal computer file is between 17 to 800 kilobytes. Graphic, video and mapping files may range from 1 to 44 megabytes. The average scanned tiff file in Laserfiche is 1 to 2 megabytes.

1,024 kilobytes equals 1 megabyte

1,024 megabytes equals 1 gigabyte

1,024 gigabytes equals 1 terabyte

Therefore, one terabyte is equal to 1,048,576 megabytes.

With current storage at 4 terabytes, that’s 4,096 gigabytes. And the tape media only holds 200 gigabytes per tape. So to perform a complete backup of Frederick County’s data, 21 tapes are required.

Agencies and management must learn to disregard disk-to-disk backup primarily as a means of reducing costs through storage media and staff time, but rather as a flexible intermediate layer for backing up data faster and accelerating the restore process of current data.

To counter clandestine events, it is imperative that agencies look at backup in a redundant or two tiered approach - not only have one, but two backup systems protecting identical data. In the ideal situation, the agency should take it one step further and provide a three tiered approach to backup – have an additional backup of the entire data, off-site. Just in case the NOC is compromised.

“Redundant - serving as a duplicate for preventing failure of an entire system (as a spacecraft) upon failure of a single component

DATA BACKUP – THE PLAN

With funding obtained from a previous Finance Committee allocation, IT has been able to order and install the necessary equipment to reorganize, rewire and provide a streamlined NOC with expandable capabilities.

IT is requesting an funding appropriation to purchase equipment required to provide the County with a data backup and recovery in a three tier format – two on-site backups and one off-site backup.

TIER 1 – utilize the current tape backup server – FREDBACK – as an archival server

The current on-site “FREDBACK” server would continue to serve as the administrative server for the ArcVault tape backup, but would also be upgraded to include an additional disk-to-disk array. Primary use will be data archival in nature (long-term memory), information that must be stored over long periods of time and receives minimal access, re-use, attention or recovery.

Dell Power Edge 2950 Server \$.00
 - Use the existing server as the master device and include the following array

Disk-to-Disk Array	
PCI-X eSata Port Exp Card	\$ 150.00
External eSata Cable	14.00
External Storage Rack Case	719.00
5 Port System for Disk Array x4	396.00
Disk Array 5SA Cage x4	516.00
eSata to eSata internal cable x4	36.00
4 Port eSata Bracket	29.00
Seagate 1T (3.0) Gb/s Drives x20	<u>2,000.00</u>
	\$ 3,860.00

Long-term memory or archival data that the County is required by law to keep for 3 years, 5 years or indefinitely and does not require access after one year of storage, would be archived to a tape library by date, department, category, system and/or use.

Short-term memory or immediate access need data would be direct copied to disk arrays for easy and speedy retrieval or recovery.

TIER 2 – purchase a second server with a Disk-To-Disk Array – for data and system recovery

A new on-site disk-to-disk backup server dedicated multiple and fast backup jobs for daily and weekly backups (short-term memory) and system recoveries.

Dell Power Edge R300 Server	\$ 2,938.10
Disk-to-Disk Array:	
PCI-x8 eSata Port Exp Card	150.00
External eSata Cable	14.00
External Storage Rack Case	719.00
5 Port System for Disk Array x4	396.00
Disk Array 5SA Cage x4	516.00
eSata to eSata internal cable x4	36.00
4 Port eSata Bracket	29.00
Seagate 1T (3.0) Gb/s Drives x20	<u>2,000.00</u>
	\$ 6,798.10

Duplicate or redundant copies of short-term memory data or immediate access need data would be direct copied to disk arrays for easy and speedy retrieval or recovery. Separate short-term memory backup jobs could be run simultaneously. These types of jobs could be run singularly to a machine or auto-duplicated

TIER 3 – purchase a third server with a Disk-to-Disk – for off-site data backup redundancy

A disk-to-disk server located in another facility or secure location on the network that would allow for quick data transmission, but also be a safe and separate redundant data backup in case the NOC is compromised.

Dell Power Edge R300 Server	\$ 2,938.10
Disk-to-Disk Array:	
PCI-x8 eSata Port Exp Card	150.00
External eSata Cable	14.00
External Storage Rack Case	719.00
5 Port System for Disk Array x4	396.00
Disk Array 5SA Cage x4	516.00
eSata to eSata internal cable x4	36.00
4 Port eSata Bracket	29.00
Seagate 1T (3.0) Gb/s Drives x20	<u>2,000.00</u>
	\$ 6,798.10

This layer or tier of off-site backup redundancy provides for site disaster recovery. In the event that the primary NOC at 107 North Kent is compromised by natural or manmade disaster, operations can be set up in another location, connections made to the offsite backup and data copied to or restored to new operational facilities.

In addition to disaster recovery, having this equipment ensures data protection by allowing for a third duplication of data. Servers between the two sites are set up with exact copies or mirrors of each other. If one of the machines at either site suffers data failure, the machines can be synced and the data recovered from the other.

Currently there is space available in the PSB Server Room. Contacts and preliminary arrangements have been made with Joey Henry of the Sheriff's Office and Network Analyst Christy Usa to house and support the server. In exchange, the agencies at PSB will be able to backup data to the new server. Some concern has been voiced of space availability should the City and County merge public safety operations. IT is exploring alternative locations for the off-site backup in the event that the space in the PSB server room is not available do to County/City consolidations.

Item #2: Server Room Climate Control

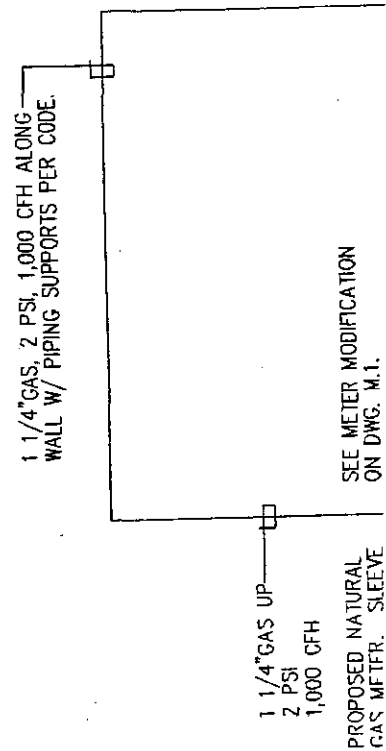
Due to the nature and sensitivity of the IT equipment housed in the server room appropriate temperature and humidity levels need to be maintained within the space. In addition to cooling, the more heat load generated, the greater the need for humidification. The physical space of the server room has been expanded from the confined closet that used to house the equipment, equipment racks and wiring trays are in place, and the IT staff has begun to relocate equipment. While these efforts will help to reduce heat build up, additional cooling and humidity control is needed for the larger space.

At present there is no humidity control within the server room. The main source for AC to the room is from a water source heat pump (undersized) which will not operate during a loss of electricity or water supply. Therefore, in addition a potential lack of cooling due to a power loss, the system is also susceptible to failure due to a loss of water supply. (This can result from the water supply being shut down due to construction or system repairs.) Two small ductless split, AC units were added to the original server room in 2008 to provide additional cooling to the smaller area; however they are not adequate for the enlarged space.

Staff is proposing to install climate control equipment to provide for the enlarged server room. The work would include all electrical, mechanical, and duct work necessary to provide adequate air conditioning and humidity control within the space. The climate control equipment would be installed in such a way that it could work off of a backup generator, when and if installed. In this way climate control could be maintained during a power outage. (See attached for a detailed scope of work and schematic diagram.)

MECHANICAL SCOPE OF WORK:

1. PROVIDE COMPLETE COMPUTER ROOM AIR CONDITIONING SYSTEM W/ REFRIGERANT PIPING, DUCT SMOKE DETECTOR, INTERIOR LINED INSULATED METAL DUCTWORK, GRILLES, AND A SPLIT DUCTLESS AIR CONDITIONING SYSTEM. PROGRAMMABLE THERMOSTAT W/ PROGRAMMABLE FAN CYCLE & TEMPERATURE/HUMIDITY CONTROLS, REFRIGERANT COILS, FLEXIBLE COLLARS, & ALL CONTROLS FOR HEATING AIR CONDITIONING & HUMIDIFICATION/DEHUMIDIFICATION TO CONTROLS SETPOINT. PROVIDE CONTROLS AS SPECIFIED ON DRAWINGS AND IN ACCORDANCE W/ MANUFACTURER AND CODE. CONNECT WATER LINE FOR HUMIDIFIER TO EXISTING BUILDING WATER SYSTEM W/ BACKFLOW PREVENTER.
2. OUTDOOR CONDENSERS SHALL BE MOUNTED ON CONCRETE PAD, ELEVATED 6" ABOVE GRADE LEVELL AND WIRED FOR TO VOLTAGES SHOWN ON SCHEDULES. OUTDOOR CONDENSERS SHALL HAVE LOW AMBIENT CONTROLS. WINTER OPERATION (0 F).
3. FAN COILS SHALL HAVE 2" PLEATED FILTERS (MERV 8), VIBRATION ISOLATION, VENTILATION AIR AND FLEXIBLE COLLARS. INSULATED EVAPORATOR CONDENSATE DRAIN SHALL BE PIPED TO CONDENSATE PUMP AND PIPED INSULATED/CONCEALED ABOVE CEILING OR INSIDE WALLS TO DRAIN OR EXTERIOR GRADE.
4. NEW COMMERCIAL GRADE SUPPLY GRILLES SHALL BE PROVIDED AS SHOWN W/ OPPOSED BLADE DAMPER.
5. AIR FLOWS SHALL BE BALANCED TO DESIGN FLOWS SHOWN ON PLANS AND PROVIDE "CERTIFIED" NEBB AIR BALANCE REPORT (3 COPIES) FOR APPROVAL. PROVIDE THE OWNER WITH 2 COPIES OF MFR'S LITERATURE ON ALL EQUIPMENT.
6. MECHANICAL CONTRACTOR SHALL FIELD COORDINATE FINAL LOCATION OF ALL HVAC EQUIPMENT WITH G.C., STRUCTURAL, PLUMBING, AND ELECTRICAL CONTRACTORS AND ADJUST FINAL LOCATIONS BASED ON FINAL FIELD CONDITIONS TO AVOID INTERFERENCES.
7. ALL MAIN SUPPLY AND RETURN DUCT TRUNKS SHALL BE METAL & MASTIC SEALED PER SMACNA. PROVIDE ACOUSTICAL LINER AS SPECIFIED ON DRAWINGS. DUCTWORK SHALL COMPLY W/ SMACNA DUCT CONSTRUCTION STANDARDS METAL & FLEXIBLE, 2ND EDITION, FOR 1.0" W.G. STATIC PRESSURE & VELOCITY FROM 2501 FPM TO 6000 FPM (SECTION 2.6).
8. ALL WORK SHALL COMPLY W/ 2006 INTERNATIONAL MECHANICAL AND PLUMBING CODES, NATIONAL ELECTRICAL CODE, AND LOCAL GOVERNING AND STATE CODES.
9. IF FIELD CHARGED, REFRIGERANT SYSTEM SHALL BE VACUUMED TO 500 MICRONS PRIOR TO CHARGE AND LEAK TESTED.
10. CONTRACTOR SHALL OBTAIN AND PAY FOR MECHANICAL PERMIT(S) FOR THE INSTALLATION OF THE ABOVE SYSTEMS.
11. PROVIDE AND INSTALL 2 PSI PRESSURE GAS PIPING TO NEW GENERATOR. PROVIDE MEDIUM PRESSURE REGULATOR.
12. CONTRACTOR SHALL COORDINATE WITH OWNER ON REMOVAL OF CEILING TILE & GRID TO INSTALL NEW WORK. OWNER WILL BE RESPONSIBLE FOR NEW CEILING TILE REPLACEMENT.



Item #3 Back Up Generator

As discussed in the cover memo, the IT equipment at 107 North Kent Street is supplied power through an Uninterrupted Power Supply or UPS. The UPS provides clean, consistent power protecting the equipment it supplies from temporary and sporadic power surges or brown outs. Based on current loads the UPS will also maintain power to the equipment for up to 15 minutes during a power failure. This allows the most susceptible equipment to initiate and automatic shut down versus suffering a sudden and potentially damaging loss of power.

Staff from the County's IT, Maintenance, and Building and Grounds Departments have researched a means to deal with a prolonged power failure and keep our IT systems running. Staff is proposing the installation of a back-up generator that would be configured with the UPS such that the electrical load on the UPS would automatically be switched over to the generator and be provided power for the duration of a power outage.

We are proposing to utilize the generator that was purchased and installed to provide backup power to the County's dispatch center when it was located in the basement of the Joint Judicial Center. (As most members are aware, County Dispatch has been relocated to the new Public Safety Building.) The generator is not presently being utilized and could be moved from the JJC to a location adjacent the south wall of the County Administration Building.

The attachment contains a detailed scope of work prepared by Michael F. Howell, P.E., an electrical engineer with Comfort Design that we would intend to put out to bid. As written the scope of work includes both the climate control request and backup generator, however, the scope could easily be reworked to eliminate either of the projects should the decision is made to do so.

Statement of Work

County of Frederick
Administration Building UPS System
Electrical Generator

March 10, 2010

The Contractor shall provide all material, labor, supplies and equipment required to relocate, install and commission stand-by electrical power generation and distribution equipment as described below and shown on sheet E-1. The intent is to relocate a natural gas powered electrical generator and automatic transfer switch; install junction boxes, panelboard, conduits, associated components and wiring as required to enable the Administration Building UPS System at the County of Frederick Administration Building to be supplied with electrical power upon loss of commercial power.

A. North County Administration Building-

1. Existing Conditions:

The existing service to the administration building consists of an underground service lateral from a pad mounted transformer on the northwest corner of the building. The service lateral terminates at the main distribution panel in a 1600 Amp service disconnect breaker located in a main distribution panel located in the ground floor electrical room.

2. New Work:

- a. Provide and install a 225 amp, 3 pole circuit breaker in an existing space within the distribution section of the existing main distribution switchboard. The existing panel is a 1600 amp, 480Y/277v, Square D QED 2 switchboard
- b. Install a 225 amp, 3 phase, 4 wire feeder from the main distribution switchboard to the UPS room in the South County Administration Building. Refer to Sheet E-1 for feeder requirements.
- c. Coordinate the routing of the feeder with county personnel.

B. South County Administration Building-

1. Existing Conditions:

The existing UPS system components are located on the ground floor of the South County Administration Building. It consists of a 40KW Powerware 9320 UPS unit operating at 208V, 3 phase. The unit is

County of Frederick
Administration Building UPS System
Generator

located in room 1201. It is supplied from a 50 KVA, 480-208 volt 3 phase transformer located in the same room. The transformer is supplied with electrical power from panel H2-33,35,37 located on the second floor of the South CAB. The UPS unit supplies power to a panelboard located in the main computer room adjacent to the UPS room. This panel feeds the IBM AS 400 equipment rack in the main computer room, miscellaneous electronic equipment loads, as well as a feeder to a secondary UPS panel located in the electrical room of the North CAB.

The UPS room 1201 also contains a McQuay air conditioning unit used to cool the electronic equipment located in the room. It also operates at 480 volts and is not connected to the UPS system. A set of two split system 2 ton units are also installed in the room as back-up cooling in the event the McQuay unit is out of service. These units are currently connected to the output of the step-down transformer that also supplies the UPS equipment.

An existing 150 KW Kohler natural gas generator is located in a sub-grade equipment room located near the rear door of the Judicial Center adjacent to the South CAB. It is connected to an existing 400 amp automatic transfer switch (ATS) located in the basement electrical room of the Judicial Center. The generator and ATS are to be removed and re-installed at the South CAB as shown on sheet E-1 and described below.

The existing configuration is shown as the existing one line on E-1.

2. New Work:

- a. Provide grading of site as required for generator pad. Provide generator pad. Coordinate the exact location with the owner. Contractor shall base site preparation work upon the generator set manufacturer's requirements for the generator pad and weight of generator. Approximate location shown on sheet E-1.
- b. Remove an existing 150 KW Kohler natural gas generator from the sub-grade equipment room near the Judicial Center next to the County Administration Building. Re-install grating to restore structural integrity to the utility room ceiling. Reconfigure and terminate all electrical wiring related to the removal of the generator and ATS to maintain safe operation of the Judicial Center electrical system. Re-install the 150 KW generator on the south side of the building adjacent to the existing utility transformer for the Judicial Center. Coordinate location with County personnel. Coordinate with gas utility for fuel connection. Make all final connections needed for proper operation.

County of Frederick
Administration Building UPS System
Generator

- c. Remove the existing 400 amp, 3 pole, automatic transfer switch (ATS) located in the basement electrical room of the Joint Judicial Center and re-install the ATS in the computer room of the County Administration Building as shown on sheet E-1. Reconfigure and terminate all electrical wiring related to the removal of the generator and ATS to maintain safe operation of the Judicial Center electrical system. Connect feeder from North County Administration Building as normal supply to the ATS in the new location. Connect new feeder from generator as stand-by supply. Install control wiring from ATS to generator. Coordinate location of ATS with county personnel.
- d. Provide a 225 amp, 3 phase 4 wire feeder from the generator to the ATS located in the computer room. Coordinate routing of feeder and the location of transfer switch with county personnel. Refer to sheet E-1 for feeder requirements. Install spare conduits and control wiring to generator as shown on sheet E-1.
- e. Install new 225 amp, 480 volt, 3 phase, 4 wire, 30 pole panel "H" in the computer room as shown on sheet E-1. Connect new 480 volt panel with new 225 Amp feeder from the ATS. Refer to sheet E-1 for feeder and panelboard requirements. Coordinate location of new panel with county personnel. Label the panel as being energized from the North County Administration Building switchgear under normal conditions and from the generator under stand-by conditions.
- f. Disconnect existing 50 KVA transformer from existing source of power and mark existing source of power as spare at source. Terminate and label abandoned wiring as such.
- g. The existing McQuay air conditioning unit shall remain connected to its existing source of power.
- h. Provide branch circuits in the new 225 amp panel "H" to the existing 50 KVA transformer that supplies the UPS unit and to the new CRU-1 and AC-1 air-conditioning units. Refer to sheet E-1 for circuit requirements. Remaining spaces shall be equipped as spares. Provide panel directory.
- i. Install new 20A, 2P breaker in existing "UPS" panel and run 20A, 208V, 1Ph circuit to new C-3. Extend indoor unit power from C-3. Refer to sheet E-1 for details.
- j. Install new 20 amp single phase branch circuits from the existing 208/120 volt UPS panel in the main computer room for the following generator related loads. Circuit requirements shall be per generator supplier recommendations. Coordinate routing of branch circuits with county personnel. Update panel directory.
 - i. Battery Charger
 - ii. Crankcase Heater
 - iii. Control Panel

C. All work shall be accomplished in accordance with the following:

1. The installation shall comply with applicable requirements of NFPA 70 (NEC), IBC, UL, NEMA, and all local codes.
2. The Statement of Work indicates the extent, general location, and arrangement of equipment and wiring. The Contractor shall become familiar with the work and verify all dimensions so that the components will be properly located and accessible. The contractor shall review all project requirements and coordinate the electrical installation with all trades.
3. Material and equipment shall be standard products of established manufacturers. All electrical materials furnished by the contractor shall be new. Materials, equipment, and installation shall conform to the requirements of ANSI, IEEE, NEMA, and UL as applicable. Penetrations of fire rated floors, walls, and ceilings shall be installed in accordance with listed UL applications. Materials and equipment shall be installed in accordance with recommendations of the manufacturer.
4. Submit for approval catalog information for: 480 Volt panelboard "H".
5. Unless otherwise indicated, wiring shall consist of insulated conductors installed in conduit. Nonmetallic conduit and tubing shall be used in damp, wet, or corrosive locations. EMT may be installed only within buildings. EMT may be installed in concrete and grout in dry locations. EMT shall not be installed in damp or wet locations, or in the air space of exterior masonry cavity walls. Aluminum conduit may be used only where installed exposed in dry locations. Non-aluminum sleeves shall be used where aluminum conduit passes through concrete floors and fire walls. Conduit used in areas subject to damage shall be rigid steel up to a height of 10 ft above finished floor. Flexible metallic cable (Type MC) may be used where allowed by NFPA 70.
6. Bushings shall be of the insulating type. Penetrations of above grade floor slabs, time-rated partitions, and fire walls shall be fire stopped. Raceways shall be concealed within finished walls, ceilings, and floors of finished areas. Raceways may be run exposed in non-finished areas, such as utility rooms. All electrical wiring below slab on grade shall be protected by a PVC conduit system. Raceways crossing structural expansion joints shall have expansion fittings. Changes in direction of runs shall be made with symmetrical bends or fittings. Crushed or deformed raceways shall not be installed. Trapped raceways in damp

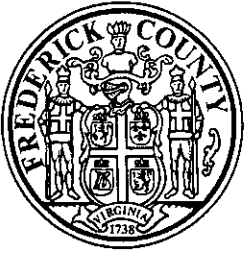
and wet locations shall not be installed. Clogged raceways shall be entirely free of obstructions or shall be replaced.

7. If any conflicts occur necessitating departures from the Statement of Work, details of and reasons for departures shall be submitted and approved prior to implementing any change.
8. The work shall be laid out in advance, and where cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, or other surfaces is necessary for the proper installation, support, or anchorage of the conduit, raceways, or other electrical work, this work shall be done and any damage to building, piping, or equipment shall be repaired by skilled mechanics of the trades involved at no additional cost to the owner. All work shall be done in a neat and workmanlike manner. Where conduits, and other electrical raceways pass through fire rated partitions or slabs, UL approved firestopping shall be provided.
9. The Statement of Work is diagrammatic only, intending to show general location of circuits, equipment, fixtures, and devices; and do not show all required details. All work shall be accurately laid out with reference to the drawings and in cooperation with other trades to avoid conflicts and to obtain a neat and workable installation which will afford maximum accessibility for operation, maintenance, and headroom.
10. The Statement of Work is not intended to be rigid in specific details. In the event there are conflicts with requirements, codes, or recommendations of the manufacturers of equipment furnished, the Electrical Contractor shall inform the Owner and make recommendations as required to insure that equipment is installed and connected in conformance with codes and manufacturer's recommendations for safe, proper, and efficient operation.
11. Major pieces of electrical equipment shall be permanently marked with a weather resistant identification nameplate.
12. After the electrical installation is completed, the Electrical Contractor shall conduct a safety and an operating test of the electrical system. The electrical contractor shall furnish all instruments and personnel required for the tests. No part of the electrical distribution system shall be energized prior to the testing of the grounding system. Proper phase rotation connections shall be clearly identified on junction box terminals.
13. Test and commission all system components. All work related to the relocation of the existing generator and transfer switch shall be in accordance with the manufacturer's recommendations. The contractor

shall coordinate with the manufacturer's technical representatives to assure proper procedures are followed. Demonstrate proper operation of system to county personnel. Instruct county personnel on proper operation of system components and maintenance requirements.

14. All work shall pass inspection by proper authorities prior to acceptance by the owner. Costs for permits, certificates, and inspections required for completion of the work shall be paid by the Electrical Contractor.
15. The Contract shall offer manufacturers standard warranty for all installed items. Ongoing generator warranty and maintenance contracts will be made directly between the owner and service organizations authorized by the generator manufacturer.

End of Statement of Work



MEMORANDUM

TO: Finance Committee

THROUGH: Cheryl B. Shiffler, Director of Finance

FROM: Joe C. Wilder, Deputy Director of Public Works *JCW*

SUBJECT: Request to Appropriate Funds - N.W. Works Project – 3085 Shawnee Drive

DATE: May 13, 2010

Currently, we are in the process of bidding the renovation project at the N. W. Works building located at 3085 Shawnee Drive. As you are aware, Frederick County is performing contract administration and project management for the renovation work. The project has been funded with grant monies from the American Recovery and Reinvestment Act (ARRA) in conjunction with the Virginia Department of Housing and Community Development (DHCD). The board of supervisors recently appropriated the grant funds totaling an amount of \$1,000,000

To date, an amount of \$40,322 has been expended for pavement of the east parking lot and an additional amount of \$70,000 has been set aside to reimburse Frederick County for our staff's time for work associated with the subject project as well as for the Northern Shenandoah Valley Regional Commission (NSVRC) for assisting the county with obtaining the grant and coordinating with the DHCD.

At this time, an amount of \$889,678 remains in the line item for this project. However, based on the proposed scope of work for the renovation, it is anticipated that the bids will total more than the remaining amount of grant funds. We estimate that the bids submitted will be approximately \$1,500,000. N. W. Works has agreed to offset the difference between the bid submitted and the amount of the remaining grant money. Instead of requesting that N. W. Works transfer funds at this time, Frederick County has agreed to accept a contract in the form of a letter from N. W. Works in which they agree to reimburse Frederick County for the difference upon completion of the project. In addition, this agreement includes a ten (10) percent contingency for any unforeseen issues that may require a change order. The letter contract is currently being drafted and will be executed once the appropriation has been approved.

Appropriation Request – N. W. Works Project

Page 2

May 13, 2010

Bids will be received and opened on May 19, 2010 at 2 p.m. The amounts listed above for the bid and N.W. Works reimbursement are approximations. The actual amounts of the bid and N. W. Works' reimbursement will be submitted to the board of supervisors during their meeting of May 26, 2010. We are requesting an additional appropriation in the amount of \$600,000 to supplement the previously appropriated funds.

JCW/rls

cc: John R. Riley, Jr., County Administrator
John Brauer, C.E.O., N. W. Works
Roderick B. Williams
file

4-10-12240-5604-000-020

Sharon Kibler

From: Joe Wilder
Sent: Thursday, May 20, 2010 8:11 AM
To: Sharon Kibler
Cc: Cheryl Shiffler; Julie Cotterell; Ed Strawsnyder
Subject: RE: NW Works S/A

Sharon, good morning. The amount of the low bid is \$1,178,000.00 as received by (Lantz Construction Winchester LCW). The 10 % contingency amount is \$117,800.00. The total amount we need appropriated is therefore \$1,295,800.00. The total amount left in the grant is \$889,678.00. The amount of the supplemental appropriation will be \$406,200.00. Let me know if you need anything else. Rod Williams has prepared a draft of the letter contract that will exist between Frederick County and N.W. Works. I know the contract will not be signed until after the board meeting. Do you need a copy of the draft agreement to include with the information going to the Board of Supervisors? If so, let me know and I will email you a copy. I am sending the draft document to N. W. Works today for their legal review. The actual agreement will be two different documents. Thank you, Joe Wilder

From: Sharon Kibler
Sent: Wednesday, May 19, 2010 3:23 PM
To: 'jwilder@co.frederick.va.us'
Cc: Cheryl Shiffler; Julie Cotterell
Subject: NW Works S/A

Joe,

I need to amend the Finance Committee Report going to the BOS to reflect the bid prices you received today for NW Works. What amount should the supplemental appropriation be for? Let me know ASAP because I need to get the report to administration for the BOS agenda.

Also, just to note, your memo states a 10% contingency. Since that is what was presented to the committee this morning it probably isn't a good idea to change it. The committee had the understanding that the amount of the project could change, but there was no indication that the contingency amount would change.

Thanks.

Sharon Kibler
 Assistant Director
 County of Frederick, VA
 Finance Department
 107 North Kent Street
 Winchester, VA 22601
 540-722-8286 phone
 540-667-0370 fax
skibler@co.frederick.va.us
www.co.frederick.va.us/Finance/finance.htm

- DRAFT -

DEED OF TRUST NOTE

\$____,____.____

Frederick County, Virginia
_____, 2010

FOR VALUE RECEIVED, the undersigned, NW Works, Inc., a Virginia corporation (herein called the "Mortgagor") promises to pay to the order of the COUNTY OF FREDERICK, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County"), the principal sum of _____ DOLLARS (\$____,____.____) with interest thereon at the rate of zero percent (0%) per annum, such principal being payable at the place of business of the County, 107 N Kent Street, Virginia 22601 or at other such place as the County may designate in writing, as follows:

A. Purpose. The County has received a Community Development Block Grant Recovery (CDBG-R) Award in the amount of \$1,000,000 (the "Grant Funds") to be used to assist the Mortgagor in the renovation of a sheltered workshop facility (the "Project"). The County is providing the Grant Funds for the assistance and benefit of the Mortgagor in the form of a forgivable loan, evidenced by a previous note, and secured by a deed of trust. The anticipated cost of the Project, however, is greater than the amount of the Grant Funds and, therefore, the Mortgagor requires additional funds, besides the Grant Funds, to undertake the Project. By this Note, which is to be secured by a Deed of Trust against the property on which the Project is being undertaken, the County lends such additional funds to the Mortgagor.

B. Payment Terms. The principal balance of this Note shall be payable on the earliest of (i) thirty (30) days after issuance of a certificate of occupancy for the Project; (ii) one (1) year after the date of this Note; or (iii) the date of an event of default by the Mortgagor, as defined in the Deed of Trust identified below.

C. Prepayment. The principal balance of this Note may be prepaid anytime, without penalty or premium.

D. Waivers. The Mortgagor, and any and all endorsers, sureties, guarantors and assumers hereof (each a "Party" and collectively the "Parties" hereto), hereby jointly and severally waive presentment, demand, protest, notices of dishonor and of protest, the benefits of homestead, and all other waivable exemptions, and all defenses and pleas on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by all Parties that they will pay any collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

E. Security; Deed of Trust. This Note is secured by a Deed of Trust of even date herewith conveying real property and other security, which real property is briefly described as 3085 Shawnee Drive in Winchester, Virginia 22601, and more fully

- DRAFT -

described in said Deed of Trust in which the Trustees are _____, one of whom has countersigned this Note solely for the purpose of identifying the same as being secured by said Deed of Trust (copy attached).

F. Recourse. The Mortgagor shall be liable for the payment of any sums due hereunder or secured under the hereinabove referenced Deed of Trust.

G. Prohibition Against Transfer; Acceleration. Transfer of the Property is expressly prohibited. If any part or all of the Property is sold or transferred without the approval of the County and the Virginia Department of Housing and Community Development, the entire unpaid principal due hereunder shall be immediately due and payable in full, and the Mortgagor shall immediately repay said amount to the County.

Upon the failure of the Mortgagor to make any payment or perform or observe any covenant under this Note or upon the occurrence of any other event of default under the Deed of Trust hereinbefore described securing this Note, the entire unpaid principal hereof, together with all accrued interest thereon, shall, at the option of the County become at once due and payable (and no failure by the County to exercise such option shall be deemed or construed as a waiver of the right to exercise the same in the event of any subsequent or continuing default or breach) , and the Mortgagor shall immediately repay said amount to the County.

The undersigned hereby (i) agrees that this Note shall be construed in accordance with the laws of the Commonwealth of Virginia and that any action to collect this Note or any part hereof may be instituted in a court having appropriate jurisdiction and located in the County of Frederick, Virginia; and (ii) agrees to pay all collection expenses, including reasonable attorneys' fees and court costs, incurred in the collection of this Note or any part hereof after an event of default.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

NW Works, Inc.

By: _____(SEAL)

Name: _____

Its: _____

COUNTERSIGNATURE OF ONE TRUSTEE
FOR IDENTIFICATION ONLY

TRUSTEE

- DRAFT -

Tax Map # _____

DEED OF TRUST

Name and address of Noteholder secured hereby:
County of Frederick, Virginia
107 N Kent Street
Winchester, Virginia 22601

THIS DEED OF TRUST, made as of the ____ day of _____, 2010,
by and between **NW Works, Inc.**, a Virginia corporation (hereinafter referred to as
"Grantor" or "Agency"); _____ and _____
_____(hereinafter referred to as "Grantees" or "Trustees"), either of whom may act;
and the **COUNTY OF FREDERICK, VIRGINIA**, a political subdivision of the
Commonwealth of Virginia (hereinafter referred to as "Beneficiary" or the "County");

RECITALS

WHEREAS, the County is the Grantee of a \$1,000,000 Community Development
Block Grant Recovery Award (the "Grant"), which has been made by the Virginia
Department of Housing and Community Development ("DHCD") to the County in order
for the County to assist the Grantor in the construction of the NW Works Training and
Work Center (the "Facility") to serve the citizens of Frederick County and the
surrounding area; and

WHEREAS, the COUNTY and DHCD have entered into a Grant Agreement
governing the Grant dated _____, 2009 (the "Grant Agreement"); and

WHEREAS, the Grantor and the County have entered into a Sub-Grant
Agreement dated _____, 2009, setting forth the responsibilities of the Grantor
with respect to the Facility (the "Sub-Grant Agreement"); and

WHEREAS, DHCD has required as a condition of awarding the Grant that the
Grantor execute a deed of trust in favor of the County in order to ensure that the Grantor
fulfills its obligations with respect to the Grant; and

WHEREAS, the Grantor executed a deed of trust note payable to the County in
the amount of \$1,000,000.00 (One Million and no/100 Dollars) which represents that
amount of the Grant, to secure to the County the payment of the indebtedness evidenced
by said note and certain other indebtednesses of the Grantor to the County and the
performance of certain covenants made by the Grantor to the County; and

WHEREAS, the anticipated cost of the Project, however, is greater than the
amount of the Grant funds and, therefore, the Grantor requires additional funds, in the
amount of \$ ____, ____, besides the Grant funds, to undertake construction of the Facility

- DRAFT -

and, by execution of a Deed of Note of even date herewith (the "Note"), which is secured by this Deed of Trust, as a second deed of trust, against the property on which the Project is being undertaken, the County lends such additional funds to the Mortgagor.

NOW THEREFORE, WITNESSETH: That for and in consideration of the provisions of this Deed of Trust (herein referred to as "Deed") and of \$1.00 cash in hand paid and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey unto the Trustees, with General Warranty and English Covenants of Title, the real property described with particularity in Exhibit A, which is attached hereto, made a part hereof and to be recorded herewith, together with all buildings, improvements, and fixtures now or hereafter erected thereon, including without limitation all apparatus, and other equipment, fixtures or articles, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation, or other services, and all items of personal property and any other thing now or hereafter therein or thereon used in connection with the property including without limitation screens, window shades, storm doors and windows, affixed floor coverings, screen doors, Venetian blinds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements relating to the property, all of which are hereby pledged, assigned, transferred and set over unto the Trustees, whether now due or hereafter to become due. All of the foregoing realty and personalty are hereafter referred to as the "Property".

IN TRUST, HOWEVER, to secure to the County the performance and payment by the Grantor of the indebtednesses described in Paragraphs 1, 2 and 3 below, which indebtednesses are sometimes referred to herein as the "Secured Indebtednesses", and also to secure the due and punctual performance by Grantor of each and every covenant, condition and agreement contained herein, and each and every other obligation, covenant and agreement (sometimes referred to herein as the "Secured Covenants") of the Grantor relating to the Property.

SECURED INDEBTEDNESSES

The **Secured Indebtednesses** consist of:

1. **Indebtednesses under Note.** All obligations under the Note and each note given in substitution for, or upon any renewal or extension of, the Note.
2. **Indebtednesses Arising Under Deed of Trust.** All indebtednesses to the County and to the Trustees which arise under any of the Grantor's covenants expressly made herein, including fees of their attorneys and agents and other expenses respectively incurred by them in connection with the performance by or assertion of their respective rights and/or duties as set forth in this Deed.
3. Whenever moneys are to be applied by the County to the payment of the Secured Indebtednesses, the County shall determine, in its sole discretion, the order and manner in which said moneys are to be applied to the individual indebtednesses

secured hereby, unless expressly provided otherwise by this Deed, by other written agreement between the Grantor and the County or by law.

Additional Security. As additional security for the payment of the Secured Indebtednesses and performance of the Secured Covenants, the Grantor hereby transfers, sets over and assigns to the County:

All judgments, awards of damages, settlements and compensation made in connection with or in lieu of:

- i. any taking of the Property by or under assertion of the power of eminent domain;
- ii. any damage to or destruction of the Property by insured casualty; and
- iii. any other injury or damages to the Property.

The County is authorized and empowered (but not required) to collect and receive any such sums and is authorized to apply them in whole or in part to the reduction of the Secured Indebtednesses and/or to the performance of the Secured Covenants.

SECURED COVENANTS

The Grantor covenants and agrees as follows:

1. During the period of job creation of the anticipated 79 Full Time permanent jobs, of which 72 (or a minimum of 51%) will be taken by disabled or other low to moderate income persons, the Grantor will provide quarterly reports on job creation progress to the County until the goal is achieved. If this does not occur within two years of the date of occupancy, then NW Works must immediately repay the full amount provided for the Facility improvements.
2. The Grantor shall deliver the benefits as described in the Grant/Sub-Grant Agreements for a minimum of twenty (20) years from _____ . If the Grantor ceases to provide the benefits as described in the Grant/Sub-Grant Agreements, the Grantor shall immediately repay to the County the entire unpaid sum due under the Note. The Agency agrees to maintain the Facility and to coordinate the delivery of job training and employment opportunities for disabled adults. It is anticipated that the services will be provided on site, year round. The Agency agrees to annually provide the County with client data to the extent not prohibited by law. The data will be provided to the County for the purpose of enabling the County to comply with the benefit reporting requirements of HUD and DHCD. The Agency staff will collect the required information about the ethnic and racial status and income levels of persons served. The Grantor shall comply with all provisions of the Grant/Sub-Grant Agreements.

3. If the Facility is no longer needed to provide the services described in the Grant Agreement, Grantor shall apply to DHCD for approval to use the Facility for other purposes. With the approval of DHCD, the Center may be used in another capacity, provided the beneficiaries meet the definition of low- and moderate-income persons or protected populations, as defined by DHCD. If DHCD disapproves the intended use, then the entire unpaid sum due under the Note must immediately be repaid to the County.
4. No sale, transfer or change in use of the Facility shall take place without the written approval of DHCD. All proceeds from a sale of the Facility must (i) be returned to the County, which in turn will repay them to DHCD; or (ii) be used for an eligible activity approved by DHCD. If the proceeds from the sale of the Facility are not sufficient to repay entire unpaid sum due under the Note, the Grantor must make up the difference from its own funds, and repay entire unpaid sum due under the Note.
5. The Facility and the services it provides must be open and available for use by eligible clients during all normal hours of operation. No use of the Facility for the conduct of local government business shall be permitted.

ADDITIONAL TERMS

1. **Payment and Performance.** Grantor shall pay without demand all Secured Indebtedness and shall fully perform without demand all Secured Covenants, when such payments or performances are due.
2. **Payment and Discharge of Liens.** Grantor shall pay when due all amounts and shall perform all covenants secured by any deeds of trust recorded prior to this Deed. The Grantor also shall pay, when due, all claims of every kind and nature which might or could become a lien on the Property or any part thereof having priority over the lien of this Deed, and the Grantor shall not at any time create or allow to exist any prior lien on the Property or any part thereof of whatsoever kind or nature other than those specifically approved by the County; provided, however, that the following are excepted from the foregoing: (i) liens for taxes and assessments which are not delinquent although by law are given the status of a lien and (ii) such of the above claims as are, and during the time they are, being contested by the Grantor in good faith and by appropriate legal proceedings, but the Grantor shall post such security for the payment of such contested claims as is requested by the County.
3. **Maintenance of the Property.** (i) Grantor shall promptly repair, restore or rebuild any part of the Property that may become damaged or be destroyed while subject to the lien of this Deed; (ii) Grantor shall not commit or suffer waste of the Property; (iii) Grantor shall not commit or suffer to be done or exist on or about the Property any condition whereby the Property shall become less valuable; (iv) without prior written permission, Grantor shall not remove or

demolish any buildings or structures on the Property; (v) Grantor shall comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, and not to suffer or permit any violations thereof.

4. **Inspections.** The County and its agents shall have the right of entry and free access to the Property and right to inspect all buildings, fixtures and equipment on the Property. All books, contracts, records, documents, and other papers relating thereto shall at all times be available at the Property (or such other place as the County shall approve) in reasonable condition for proper audit and shall be subject to examination and inspection and copying at any reasonable time by the County or its authorized agents. It is understood and agreed that any inspection hereunder by the County shall be for the sole benefit and protection of the County, and neither the Grantor nor any other party shall be entitled to rely upon such inspection or the results therefrom for any purpose whatsoever, including without limitation the assertion of ; (a) any claim or defense with respect to any failure by the Grantor to perform in accordance with the terms of this Deed; or (b) any waiver or other modifications of the rights of the County or obligations of the Grantor hereunder.
5. **Insurance.** Grantor shall maintain insurance for the full replacement cost of the Property, and shall maintain policies of insurance against such other hazards, casualties and contingencies as the County may require, with all such policies naming the County as the mortgagee and to be in form satisfactory to, and with insurance companies approved by, the County. The proceeds of any such insurance shall be applied by the County to the restoration of the Property damaged or destroyed, under safeguards satisfactory to the County in its sole discretion. Grantor shall provide to the County annual certificates of insurance or endorsements, as applicable, and evidence that insurance policy premiums have been paid when due.
6. **Payment of Taxes and Utility Charges.** The Grantor shall pay, when due, all taxes and assessments both general and special, ground rents, fines, penalties, impositions, levies, dues and charges of every type or nature levied upon or assessed against the Property including any personal property included thereon.
7. **Warranty of Title.** The Grantor is lawfully seized of an indefeasible estate in the Property in fee simple, free from encumbrances except as accepted by the County, has good right and power to convey the Property, does hereby warrant generally the same, and shall execute such further assurances as may be requisite.
8. **Attorneys' Fees: Costs of Trustees' Sale.** If the County employs an attorney to collect any or all of the Secured Indebtednesses or to foreclose this Deed, or authorizes the Trustees to conduct Trustees' sale proceedings hereunder, then the Trustees and the County shall be reimbursed by Grantor, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by them or

either of them in any such case whether or not suit be commenced, and the same shall be secured hereby.

9. **Sale or Forbearance.** No sale of the Property, forbearance on the part of the County or extension of the time for the payment of the Secured Indebtednesses given by the County shall operate to release, discharge, modify, change or affect the original liability of the Grantor herein either in whole or in part.
10. **Repayment to the County.** Upon the payment of any sums or performance of any act which the Grantor fails to pay or to perform, the amount so paid or the cost of performing any such act, together with other sums paid or incurred by the County (including charges, expenses and attorney's fees deemed necessary or appropriate by the County to effect such payment or to perform such act) immediately and without demand, shall be paid by the Grantor to the County. The foregoing amounts shall be secured hereby.
11. **Events of Default.** Any one or more of the following events shall constitute a default under this Deed: **(a)** Default in the payment of any portion of the Secured Indebtednesses or any installment thereof, whether principal, interest, loan repayment or otherwise, when and as the same shall become due and payable, whether at maturity or by acceleration or otherwise; or **(b)** Default in the due performance or observance of any Secured Covenant; or **(c)** If the Grantor shall be involved in financial difficulties as evidenced : **(i)** by an admission in writing of its inability to pay its debts generally as they become due; **(ii)** by filing a petition in bankruptcy or for the adoption of an arrangement under the Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided; **(iii)** by making an assignment for the benefit of creditors; **(iv)** by consenting to the appointment of a receiver or trustee for all or a substantial part of its assets or to the filing of a petition against it under said Bankruptcy Code; **(v)** by being adjudicated a bankrupt; **(vi)** by the entry of a court order appointing a receiver or trustee for all or a substantial part of the assets of the Grantor or approving as filed in good faith a petition filed against it under said Bankruptcy Code; **(vii)** by the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the assets of the Grantor; **(viii)** by an attachment for an amount in excess of \$5,000 on any substantial part of the assets of the Grantor which shall not be discharged within thirty (30) days from the making thereof; **(ix)** by a judgment or decree for the payment of money in excess of \$5,000 being entered against the Grantor, or if an attachment, execution or levy is made upon any of its assets and the judgment, execution or levy, as the case may be, is not discharged or stayed within thirty (30) days from the date of the judgment, attachment, execution or levy as the case may be; or **(x)** by default under any deed of trust recorded prior to this deed.

12. Remedies on Default.

a) Acceleration. In the event of any default hereunder, then all of the Secured Indebtednesses shall, at the option of the County, become at once due and payable. No failure by the County to exercise such option shall be deemed or construed as a waiver of the right to exercise same in the event of any subsequent or continuing event or default.

b) Sale. In the event of default hereunder, then at the request of the County the Trustees shall sell (and in the case of default of any purchaser, shall resell) the Property at auction for cash, unless the County and the Trustees shall agree upon other terms. Such sale shall be held, in the discretion of the Trustee, at the premises or in front of the circuit court building (or at such other place as the Trustees may select) in the city or county in which the Property or the greater part thereof lies, or in the corporate limits of any city surrounded by or contiguous to such county, or in the case of annexed land, in the county of which the land was formerly a part. Such sale shall be made upon such other terms and conditions, in such parcels and at such times as the Trustees shall deem proper. Upon compliance with the terms of such sale, the Trustees shall convey the Property in fee simple to and at the cost of the purchaser thereof (who shall not be required to see to the application of the purchase money) and to hold and apply the proceeds of such sale or sales in the manner provided by law and this Deed.

c) Entry and Receivership. In the event of any default hereunder and irrespective of whether the County accelerates the maturity of all indebtednesses secured hereby, the County may exercise the rights and remedies provided herein. In addition, in the event of such default, the County or the Trustees, upon the County's written demand to the Trustees, without notice may enter upon and take possession of the Property or any part thereof, and perform personally or by their agents any acts which the County or the Trustees deem necessary or proper to operate, manage and conserve the Property and/or have a receiver appointed. The expenses (including but not limited to the County's, the Trustees' and the receiver's fees, counsel fees, costs and agents' compensation) incurred pursuant to the powers herein contained shall be secured hereby. In the event that the Trustees take possession of the Property pursuant hereto, the Trustees shall after payment of all their costs and expenses, pay to the County all rents and other income collected by the County or the Trustees, and the County shall apply the same to the payment of the Secured Indebtednesses. The right under this subparagraph (c) to enter and take possession of the property and to manage and operate the same whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof.

d) Application of Funds. With respect to funds (including investments therefrom) which are security under this Deed, the County shall, in the event of default hereunder, have the right, in addition to all other rights and remedies hereunder, at any time and from time to time to expend all or any part of such funds for the repayment of the Secured Indebtedness or the performance of the Secured Covenants. In the event of a sale under subparagraph (b), any such funds then remaining shall be applied to the Secured Indebtednesses.

13. **Delay.** No delay by the County or the Trustees in exercising any right or remedy hereunder or otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.
14. **Sales and Transfers Prohibited.** During the period that the Note is secured by this Deed, the Grantor shall not, without the prior written consent of the County and DHCD, sell assign, convey, or transfer, nor suffer or permit any sale, assignment, conveyance or transfer of all or any part of any interest in the Property or any other security hereunder. Any permitted sale, conveyance or transfer shall be on such terms and conditions as the County shall prescribe.
15. **Trustee Substitution.** The irrevocable power to appoint a substitute trustee or trustees hereunder is hereby expressly granted to the County, to be exercised at any time hereafter, without specifying any reasons therefor by filing for record in the Clerk's office where this instrument is recorded a deed of appointment. Said power of appointment of successor trustee or trustees may be exercised as often as and whenever the County deems advisable. The exercise of said power of appointment, no matter how often, shall not be an exhaustion thereof, and upon recording of such deed or deeds of appointment, the trustee or trustees so appointed shall thereupon, without further act or deed of conveyance, succeed to and become fully vested with identically the same title and estate in and to the Property hereby conveyed and with all the rights, powers, trusts and duties of their, his or its predecessor in the trusts hereunder, with like effect as if originally named as trustee or as one of the trustees hereunder.
16. **Notice.** Unless required by law, notice of the exercise of any option granted to the County herein need not be given, and the Grantor hereby waives, to the extent permitted by law, any notice of the election of the County to exercise any such option.
17. **Remedies Cumulative.** No remedy herein contained or conferred upon the County or the Trustees is intended to be exclusive of any other remedy or remedies afforded by law or by the terms hereof to the County or to the Trustees, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
18. **Successors, Assigns, Gender, Number.** The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.
19. **Security Agreement.** This Deed shall constitute a security agreement under the Uniform Commercial Code for the benefit of the County as Secured Party. In the

event of default hereunder, the County may, at its sole election, proceed to enforce any one or more of the rights and remedies (i) as provided in this Deed or any other agreements or instruments relating to the Property, or (ii) as otherwise provided by law.

20. **Recourse.** The Grantor shall be liable for, and shall pay, all sums due hereunder and under the above-referenced Note.
21. **Headings.** The headings herein are inserted only for convenience of reference and in no way define, limit or describe the scope or intent of this Deed, or of any particular provision thereof, or the proper construction thereof.
22. THIS DEED OF TRUST shall be construed to confer and impose upon the parties hereto, and the beneficiaries hereunder the rights, duties and obligations set forth in Sections 55-59 *et seq.* of the Code of Virginia, 1950, as amended and in effect as of the date of acknowledgment hereof, and further to incorporate herein the following provisions, by short term reference below, pursuant to the provisions of Section 55-60 of the Code of Virginia:
 - (a) Identified by Trustee's signature
 - (b) Exemptions waived
 - (c) Any Trustee may act

NOTICE: THE DEBT SECURED BY THIS DEED OF TRUST IS SUBJECT TO CALL IN FULL, OR THE TERMS THEREOF BEING MODIFIED, IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY SUBJECT TO THIS DEED OF TRUST.

Trustees or the Beneficiary may employ agents or attorneys in the execution of this trust and for the protection of the interest of the Beneficiary. All such expenditures and the compensation of such agents or attorneys and all expenses incident to their employment, including those of litigation, shall be added to and deemed a part of the indebtedness secured hereby, shall be secured in the same manner as the Note is secured, shall bear interest from the date of expenditure thereof at the legal rate of interest and shall, together with the interest thereon, be payable by Grantor on demand.

WITNESS the following signature and seal on the date first above written:

NW Works, Inc. (Grantor)

By: _____ (SEAL)

Name: _____

Its: _____

STATE OF _____

COUNTY/CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2009, by _____, on behalf of NW Works, Inc.

Notary Public

My commission expires: _____

My Notary Registration number is: _____

MEMORANDUM

TO: Cheryl Shiffler, Director
Finance Department

FROM: Timothy L. Welsh, Chief
Fire and Rescue Department

SUBJECT: Request For Supplemental Appropriation

DATE: May 5, 2010

This supplemental appropriation request in the amount of \$16,215.00 is made after much consideration. We are requesting unbudgeted funds received for fire programs in the amount of \$8,215 along with additional local funds in the amount of \$8,000. With the present economic situation facing the County and the department budget having suffered through several cuts thus far, we are not able to locate any additional funds to purchase these critical items. The department did establish a Fire School Programs revenue code approximately nine years ago to collect monies for course registrations, course materials, etc. Thus far, approximately \$34,536 in revenues over this period of time have been collected and placed back into general fund.

The following three items outline the appropriation request:

A new Event Repeater will be used to give us a more reliable Event Repeater on North Mt which is currently using a portable mobile radio configuration. This will provide communications for any ancillary events or may also be utilized for Emergency Management occurrences where communications are not of an emergent nature but still critical to duties being performed.

Cost: \$1,138

The Alpha-Numeric Paging Module is designed to automatically send an alphanumeric pager to responding units upon dispatch. In addition, the paging module supports the ability to send individual personalized messages to specific users directly from within CAD. For example, a volunteer station can be set up in a specific group and when voice pagers utilized by firefighters and EMS responders are activated they can receive the same information to an alpha-numeric pager and or cellular phone.

This purchase would increase the ability to notify responders when they are located in areas where traditional voice pagers work inadequately. Traditional voice pagers utilized by fire and rescue personnel cost \$500 each.

Cost: \$9010.00

The Fire and Rescue Training Division was fortunate this year in purchasing used self contained breathing apparatus from Phoenix Arizona at a mere fraction of the cost of new equipment. The condition of this equipment is astonishing however, some repairs and upgrades are necessary to be compliant with NFPA 1981. The Department purchased 50 used SCBA for \$35,487 and an additional \$6,067 is needed to make the equipment compliant. The cost of 50 new SCBA would have been \$280,000.

Cost: \$6,067

Again, we have been fortunate through the years and have not needed to request any of these funds back into our budget. This year we are requesting the revenue funds collected to date in the amount of \$16,215.00 of the \$16,595.90 within our Fire School Programs line item 3010-019110-0040 be appropriated as follows in order to accomplish the above detailed projects:

3505-5407-000	\$6,067.00
3505-5413-000	\$10,148.00

If you have questions or need additional information regarding the projects, please do not hesitate to contact me.

TLW:jlc
Cc.file

County of Frederick
General Fund
April 30, 2010

ASSETS	Notes:	
	FY10 4/30/10	FY09 4/30/09
Cash and Cash Equivalents	27,607,018.34	30,433,587.11
Petty Cash	1,555.00	1,555.00
Receivables:		
Taxes, Commonwealth, Reimb. P/P	42,321,285.59	42,602,793.97
Streetlights	34,418.80	28,380.29
Commonwealth Federal, 45 day Taxes	98,397.30	34,898.41
Due from Fred. Co. San. Auth.	734,939.23	731,126.93
Prepaid Postage	1,961.02	1,680.22
GL controls (est.rev / est. exp)	<u>(7,675,684.19)</u>	<u>(12,795,462.22)</u>
TOTAL ASSETS	<u>63,123,891.09</u>	<u>61,038,559.71</u>
LIABILITIES		
Accrued Liabilities	178,537.42	554,474.24
Performance Bonds Payable	1,644,951.36	893,357.10
Taxes Collected in Advance	105,289.45	112,672.76
Deferred Revenue	<u>42,419,965.75</u>	<u>42,655,551.52</u>
TOTAL LIABILITIES	44,348,743.98	44,216,055.62
EQUITY		
Fund Balance Reserved:		
Encumbrances General Fund	273,207.28	203,521.08
Prepaid Items	949.63	949.63
Advances	734,939.23	752,980.07
Employee Benefits	93,120.82	93,120.82
Historical Markers	17,006.89	16,829.69
Transportation Reserve	440,300.00	440,300.00
Animal Shelter(Samsell Estate)	233,761.27	221,561.27
Professors	<u>1,860,766.54</u>	<u>1,256,370.74</u>
Economic Development	687.01	687.01
VDOT Revenue Sharing	436,270.00	436,270.00
Undesignated Adjusted Fund Balance	<u>14,684,138.44</u>	<u>13,840,213.78</u>
TOTAL EQUITY	<u>18,775,147.11</u>	<u>16,822,504.09</u>
TOTAL LIAB. & EQUITY	<u>63,123,891.09</u>	<u>61,038,559.71</u>

(1) GL Controls	FY10	FY09	Inc/(Decrease)
Est.Revenue	124,020,483	123,909,313	111,170
Appropriations	-57,707,714	-57,535,814	-171,900
Est.Tr.to Other fds	-74,261,661	-79,372,483	5,110,822
Encumbrances	273,207	203,521	69,686
	-7,675,684	-12,795,462	5,119,778

(2) General Fund Purchase Orders

DEPARTMENT	Amount	Description
Clerk	29,828.14	Social Security Number Redaction
Commissioner	1,442.92	Envelopes
County Office Bldg.	83,881.00	Air Chiller for Bowman Library
Fire & Rescue	672.60	Repair Parts
	23,175.64	Uniforms
	3,006.55	Communication System Upgrade
	8,600.00	Breathing Apparatus Cylinders
	486.25	Revision/Sherando Trail
Parks	16,343.84	Chemicals
	64.20	Envelopes
Personnel	10,387.50	(5) Computers
Public Safety	1,160.46	Envelopes
Reassessment	19,360.00	Guns
Sheriff	21,790.50	2010 Ford Explorer
	2,950.10	T-Shirts
Treasurer	44,977.08	Inserter
	5,080.50	Envelopes
Total	273,207.28	

(3) Proffer Information	SCHOOLS	PARKS	FIRE & RESCUE	Designated	
				Other	Projects
@4/30/10	746,526.34	220,181.09	182,111.36	711,947.75	1,860,766.54

Designated Other Projects Detail

Trans. Imp.Rt.50	10,000.00
Administration	91,670.00
Bridges	40,300.00
Library	73,987.75
Sheriff	45,615.00
Stop Lights	26,000.00
Rt.277	162,375.00
Rt.11	250,000.00
Solid Waste	12,000.00
Total	711,947.75

County of Frederick
 Comparative Statement of Revenues, Expenditures
 and Changes in Fund Balance
 April 30, 2010

REVENUES:	Appropriated	FY10 4/30/10 Actual	Budget Variance	FY09 4/30/09 Actual	YTD Actual Variance
General Property Taxes	80,065,000.00	36,839,446.12	(43,245,553.88)	36,354,878.95	484,567.17 (1)Spreadsheet Attached
Other local taxes	25,627,042.00	17,094,938.76	(8,532,103.24)	17,746,403.94	(651,465.18) (2)Spreadsheet Attached
Permits & Privilege fees	1,219,649.00	803,621.52	(416,027.48)	1,118,837.08	(315,215.56) (3)Spreadsheet Attached
Revenue from use of money and property	880,048.45	267,507.58	(612,540.87)	765,852.24	(498,344.66) (4)Spreadsheet Attached
Charges for Services	2,402,424.00	1,662,218.14	(740,205.86)	1,760,457.18	(98,239.04)
Miscellaneous	1,059,256.23	321,658.69	(737,597.54)	501,417.95	(179,759.26)
Recovered Costs	1,836,588.00	1,126,254.65	(710,333.35)	2,226,910.02	(1,100,655.37)
Intergovernmental:					
Commonwealth	9,118,814.10	13,675,739.52	4,556,925.42	13,668,634.47	7,105.05
Federal	1,791,661.27	163,161.06	(1,628,500.21)	168,078.73	(4,917.67)
Transfers	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	124,020,483.05	71,954,546.04	(52,065,937.01)	74,311,470.56	(2,356,924.52)
EXPENDITURES:					
General Administration	9,065,895.41	6,415,456.03	2,650,439.38	6,806,977.34	(391,521.31)
Judicial Administration	2,344,258.08	1,628,391.50	715,866.58	1,623,400.39	4,991.11
Public Safety	24,756,328.67	18,822,177.94	5,934,150.73	20,194,471.31	(1,372,293.37)
Public Works	4,433,408.30	2,810,498.19	1,622,910.11	3,265,645.11	(455,146.92)
Health and Welfare	7,282,106.00	5,069,671.93	2,212,434.07	5,476,173.40	(406,501.47)
Education	62,770.00	47,077.50	15,692.50	55,385.25	(8,307.75)
Parks, Recreation, Culture	5,673,154.59	3,858,068.39	1,815,086.20	4,235,766.15	(377,697.76)
Community Development	2,241,391.00	1,537,517.12	703,873.88	1,729,351.97	(191,834.85)
TOTAL EXPENDITURES	55,859,312.05	40,188,858.60	15,670,453.45	43,387,170.92	(3,198,312.32)
OTHER FINANCING SOURCES (USES):					
Operating transfers from / to	76,110,062.47	(39,783,407.88)	31,834,516.41	(39,507,888.60)	275,519.28
Excess (deficiency)of revenues & other sources over expenditures & other uses	7,948,891.47	(8,017,720.44)	(8,563,588.96)	(8,563,588.96)	565,868.52
Fund Balance per General Ledger		22,701,658.88		22,423,802.74	278,056.14
Fund Balance Adjusted to reflect Income Statement @4/30/10		14,684,138.44		13,640,213.78	843,924.66

(1) General Property Taxes	FY10	FY09	Increase/Decrease
Real Estate Taxes	21,304,341	21,286,907	17,434
Public Services	656,464	531,219	125,244
Personal Property	14,126,505	13,704,507	421,997
Penalties and Interest	625,306	629,989	-4,684
Credit Card Chgs./Delinq./Advertising	-14,652	-12,200	-2,452
Adm. Fees For Liens&Distress	141,483	214,456	-72,973
	36,839,446	36,354,879	484,567

(2) Other Local Taxes	FY10	FY09	Increase/Decrease
Local Sales Tax	5,663,598.67	5,876,035.01	-212,436.34
Communication Sales Tax	932,585.93	967,313.80	-34,727.87
Utility Taxes	2,286,824.18	2,301,028.62	-14,204.44
Business Licenses	4,034,902.63	4,445,887.60	-410,984.97
Motor Vehicle Licenses Fees	439,625.61	399,160.05	40,465.56
Auto Rental Tax	41,894.28	57,795.12	-15,900.84
Bank Stock	-8,854.00	28,898.50	-37,752.50
Recordation Taxes	950,355.44	1,001,132.59	-50,777.15
Meals Tax	2,450,872.56	2,383,863.68	67,008.88
Lodging Taxes	261,633.75	270,267.76	-8,634.01
Street Lights	12,763.62	15,021.21	-2,257.59
Star Fort Fees	28,736.09	0	28,736.09
Total	17,094,938.76	17,746,403.94	-651,465.18

(3) Permits & Privileges	FY10	FY09	Increase/Decrease
Dog Licenses	36,857.00	37,590.00	-733.00
Land Use Application Fees	14,525.00	7,000.00	7,525.00
Transfer Fees	2,221.64	2,191.72	29.92
Development Review Fees	232,437.94	450,217.59	-217,779.65
Building Permits	379,143.89	433,628.24	-54,484.35
2% State Fees	1,361.50	1,268.68	92.82 *1
Electrical Permits	52,934.80	85,016.00	-32,081.20
Plumbing Permits	10,265.00	18,500.00	-8,235.00
Mechanical Permits	35,879.75	46,454.85	-10,575.10
Sign Permits	3,140.00	2,960.00	180.00
Permits for Commercial Burning	200.00	350.00	-150.00
Explosive Storage Permits	200.00	400.00	-200.00
Blasting Permits	135.00	300.00	-165.00
Annual Burning Permit	0.00	200.00	-200.00
Land Disturbance Permits	33,020.00	32,760.00	260.00
Septic Haulers Permit	400.00	0.00	400.00
Sewage Installation License	900.00	0.00	900.00
Total	803,621.52	1,118,637.08	-315,215.56

(4) Revenue from use of Money Property	FY10	FY09	Increase/Decrease
Revenue from use of Money	130,408.31	691,273.44	-560,865.13 *2
Property	137,099.27	74,578.80	62,520.47
	267,507.58	765,852.24	-498,344.66

*1 the State Fees collected for building, electrical, plumbing, mechanical, and sign permits increased from 1.75 in FY09 to 2% in FY10

*2 The decrease on the investments can be attributed to a reduction in funds available to invest and lower interest rates. The LGIP rate for 4/10 was .219%.

County of Frederick
General Fund
April 30, 2010

Income Statement

Expenditures

The expenditures for FY10 decreased \$3,198,312.32. **Public Safety**, as a whole decreased \$1,372,293.37. Of that, the Sheriff's department decreased \$815,671.11 and includes a \$380,629.48 decrease in salaries and fringes and a \$ 520,042.80 decrease for purchase of motor vehicles. Contributions to fire departments and rescue squads decreased \$190,032.61, Inspections decreased \$185,961.88, and Fire and Rescue decreased \$71,332.83. **Public Works** decreased \$455,146.92 and includes the following: \$ 230,069.52 decrease in refuse collection, \$28,738.62 decrease in disposal. **Parks, Recreation, and Culture** decreased \$377,697.76 and includes Parks decrease of \$123,230.97 in salaries and fringes. The contribution to the Regional Library decreased \$ 117,861.75. **Community Development** decreased \$191,834.85 and includes the Soil and Water District salaries and fringes cost of \$189,431.64 picked up by a participating locality.

Operating Transfers

Transfers increased \$275,519.28 in FY10.

	FY10	FY09	Increase(Decrease)
Fringe Benefits (INS)	40.32	(132.03)	172.35
School Operating	30,515,347.47	31,251,232.11	(735,884.64)
Debt Service School	7,313,075.50	6,065,321.00	1,247,754.50
Debt Service County	1,619,788.59	1,746,260.52	(126,471.93)
Operational Transfers	335,156.00	445,207.00	(110,051.00)
Total	39,783,407.88	39,507,888.60	(275,519.28)

FUND 10

DATE	DEPARTMENT	REASON FOR TRANSFER	FROM	TO ACCT CODE	DESCRIPTION	AMOUNT
2009-07-12	REASSESSMENT/BOARD OF ASSESSORS	MARSHALL & SWIFT GUIDE	12100 5401 000 000	000	OFFICE SUPPLIES	500.00-
	REASSESSMENT/BOARD OF ASSESSORS		12100 5411 000 000	000	BOOKS & SUBSCRIPTIONS	500.00
2009-07-12	ELECTORAL BOARD AND OFFICIALS	WARRANTY MAINT. AGREEMENT	13010 3004 000 001	001	REPAIR AND MAINTENANCE-EQUIP.	371.71-
	ELECTORAL BOARD AND OFFICIALS		13010 3005 000 000	000	MAINTENANCE SERVICE CONTRACTS	371.71
2009-07-12	CLERK OF THE CIRCUIT COURT	REG. FEE ANNUAL CLERKS CONV	21060 5401 000 000	000	OFFICE SUPPLIES	100.00-
	CLERK OF THE CIRCUIT COURT		21060 5506 000 000	000	TRAVEL	100.00
2009-07-12	PARKS AND RECREATION MINISTRATION	PRELIM. ENG. REPT. PHRA WATER/SEW	71010 3002 000 000	000	PROFESSIONAL SERVICES-OTHER	1,679.00-
	PARKS MAINTENANCE		71030 3002 000 000	000	PROFESSIONAL SERVICES - OTHER	1,679.00
2009-09-01	COMMONWEALTH'S ATTORNEY	PART-TIME GRANT POSITION	22010 1003 000 001	001	ASST. COMM ATTY-P/T GRANT	48,336.00
	COMMONWEALTH'S ATTORNEY		22010 1001 000 003	003	VICTIM WITNESS REC. ACT ATTY	41,406.00-
	COMMONWEALTH'S ATTORNEY		22010 2005 000 000	000	HOSPITAL/MEDICAL PLANS	6,930.00-
2009-09-16	AGRICULTURE	AG. AGENT ADVERTISING	83010 5401 000 000	000	OFFICE SUPPLIES	86.24-
	AGRICULTURE		83010 3007 000 000	000	ADVERTISING	86.24
2009-09-21	SHERIFF	PURCHASE CITY DIRECTORIES	31020 5409 000 000	000	POLICE SUPPLIES	200.00-
	SHERIFF		31020 5411 000 000	000	BOOKS AND SUBSCRIPTIONS	200.00
2009-09-22	COUNTY OFFICE BUILDINGS/COURT	GAINESBORO SCHOOL FIRE ALARM	43040 3010 000 000	000	OTHER CONTRACTUAL SERVICES	800.00-
	COUNTY OFFICE BUILDINGS/COURT		43040 5204 000 006	006	POSTAGE AND TELEPHONE-GAINESBORO	800.00
2009-09-22	GYPSY MOTH SUPPRESSION	UPGRADE LAPTOP	82020 5400 000 000	000	MATERIALS AND SUPPLIES	150.00-
	GYPSY MOTH SUPPRESSION		82020 5401 000 000	000	OFFICE SUPPLIES	150.00
2009-10-09	FIRE AND RESCUE	PROTECTIVE EQUIPMENT/SWINE FLU	35050 4003 000 002	002	CENTRAL STORES - GASOLINE	8,000.00-
	FIRE AND RESCUE		35050 5404 000 000	000	MEDICAL AND LABORATORY SUPPLIES	8,000.00
2009-10-13	FIRE AND RESCUE	FOREST FIRE CONTROL EXPENSE	35050 5506 000 000	000	TRAVEL	6,633.51-
	FIRE AND RESCUE		35050 3009 000 004	004	FOREST FIRE EXT.	6,633.51
2009-10-16	SHERIFF	REPLACE LAPTOPS	31020 5410 000 000	000	UNIFORMS AND WEARING APPAREL	5,000.00-
	SHERIFF		31020 5401 000 000	000	OFFICE SUPPLIES	5,000.00
2009-10-23	OTHER	MAIL MACHINE RENTAL	12240 5415 000 000	000	OTHER EXPENSES	600.00-
	OTHER		12240 9001 000 000	000	LEASE/RENT OF EQUIPMENT	600.00
2009-10-23	COUNTY OFFICE BUILDINGS/COURT	MAINTENANCE WORK ORDER SYSTEM	43040 3005 000 005	005	MAINTENANCE SERVICE CONTRACTS	440.00-
	COUNTY OFFICE BUILDINGS/COURT		43040 3002 000 000	000	PROFESSIONAL SERVICES-OTHER	440.00
2009-10-28	COMMISSIONER OF THE REVENUE	TO SEPARATE OTR&T	12090 1005 000 000	000	OVERTIME	10,600.00-
	COMMISSIONER OF THE REVENUE		12090 1003 000 000	000	PART TIME/EXTRA HELP	10,600.00
	GENERAL DISTRICT COURT		21020 1003 000 000	000	PART TIME/EXTRA HELP	7,000.00
	GENERAL DISTRICT COURT		21020 1005 000 000	000	OVERTIME	7,000.00-
	CLERK OF THE CIRCUIT COURT		21060 1003 000 000	000	PART TIME/EXTRA HELP	46,494.00
	CLERK OF THE CIRCUIT COURT		21060 1005 000 000	000	OVERTIME	46,494.00-
	COMMONWEALTH'S ATTORNEY		22010 1003 000 000	000	PART TIME/EXTRA HELP	40,000.00
	COMMONWEALTH'S ATTORNEY		22010 1005 000 000	000	OVERTIME	40,000.00-
	SHERIFF		31020 1003 000 000	000	PART TIME/EXTRA HELP	130,000.00
	SHERIFF		31020 1005 000 001	001	OVERTIME	115,000.00-
	SHERIFF		31020 1007 000 000	000	INCENTIVE PAY	15,000.00-
	MAINTENANCE ADMINISTRATION		43010 1003 000 000	000	PART TIME/EXTRA HELP	15,098.50
	MAINTENANCE ADMINISTRATION		43010 1005 000 000	000	OVERTIME	15,098.50-

DATE	DEPARTMENT	REASON FOR TRANSFER	FROM	TO	ACCT CODE	DESCRIPTION	AMOUNT
2009-10-28	CLEARBROOK PARK	TO SEPARATE OT&PT	71090 1003 000 000		000	EXTRA HELP	80,700.00
	CLEARBROOK PARK		71090 1005 000 000		000	NO LONGER USED EXTRA HELP	80,700.00
	SHERANDO PARK		71100 1003 000 000		000	COMPENSATION OF EXTRA HELP	80,013.00
	SHERANDO PARK		71100 1005 000 000		000	NO LONGER USED EXTRA HELP	80,013.00
	ECONOMIC DEVELOPMENT COMMISSION		81020 1003 000 000		000	PART TIME/EXTRA HELP	41,592.00
	ECONOMIC DEVELOPMENT COMMISSION		81020 1005 000 000		000	OVERTIME	41,592.00
2009-10-29	MAINTENANCE ADMINISTRATION	REVERSE OT 312	43010 1005 000 000		000	OVERTIME	15,098.50
	MAINTENANCE ADMINISTRATION		43010 1003 000 000		000	PART TIME/EXTRA HELP	15,098.50
2009-10-29	MAINTENANCE ADMINISTRATION	TRANSFER FUNDS/ALLOCATE FT/OT	43010 1003 000 000		000	PART TIME/EXTRA HELP	65,653.00
	MAINTENANCE ADMINISTRATION		43010 1005 000 000		000	OVERTIME	65,653.00
2009-11-02	ANIMAL SHELTER	DOG FOOD	43050 3002 000 001		001	CITIZEN ASSISTANCE PROGRAM	1,430.00
	ANIMAL SHELTER		43050 5402 000 001		001	DOG FOOD	1,430.00
2009-11-06	PUBLIC SAFETY COMMUNICATIONS	CONTRACTUAL SERVICE	35060 3004 000 001		001	REPAIR AND MAINTENANCE - EQUIPMENT	1,400.00
	PUBLIC SAFETY COMMUNICATIONS		35060 3010 000 000		000	CONTRACTUAL SERVICES	1,400.00
2009-11-13	REFUSE COLLECTION	CONTRACTUAL EXPENSES	42030 5412 000 001		001	EDUCATIONAL SUPPLIES - GRANT	8,000.00
	REFUSE COLLECTION		42030 3010 000 000		000	OTHER CONTRACTUAL SERVICES	8,000.00
2009-11-13	PARKS AND RECREATION MINISTRATION	ENGINEERING SERV. EVALUATE SITE	71010 3002 000 000		000	PROFESSIONAL SERVICES-OTHER	1,529.00
	PARKS MAINTENANCE		71030 3002 000 000		000	PROFESSIONAL SERVICES - OTHER	1,529.00
2009-11-16	MAINTENANCE ADMINISTRATION	MOVE FUNDS FOR P/T HELP	43010 1005 000 005		005	OVERTIME PSB	20,000.00
	MAINTENANCE ADMINISTRATION		43010 1003 000 005		005	PART TIME HELP/PSS	20,000.00
2009-11-17	SHERIFF	PURCHASE DARE T-SHIRTS	31020 5410 000 000		000	UNIFORMS AND WEARING APPAREL	2,700.00
	SHERIFF		31020 5413 000 001		001	DRUG PROGRAM	2,700.00
2009-11-19	INFORMATION TECHNOLOGY	UPGRADE SERVER SOFTWARE	12200 5506 000 003		003	TRAVEL - NETWORK	1,000.00
	INFORMATION TECHNOLOGY		12200 5413 000 003		003	OTHER OPERATING SUPPLIES-NETWORK	1,000.00
2009-11-23	COMMISSIONER OF THE REVENUE	COVER INCREASED DUES COSTS	12090 3006 000 000		000	PRINTING AND BINDING	500.00
	COMMISSIONER OF THE REVENUE		12090 5801 000 000		000	DUES AND ASSOC. MEMBERSHIPS	500.00
2009-12-08	COUNTY ATTORNEY	LITIGATION	12020 3002 000 000		000	PROFESSIONAL SERVICES - OTHER	5,000.00
	OTHER		12240 3002 000 000		000	PROFESSIONAL SERVICES-OTHER	5,000.00
2009-12-16	GENERAL OPERATING FUND	CODE AMENDMENTS AND TELEVISIONS	11010 5506 000 000		000	TRAVEL	2,500.00
	GENERAL OPERATING FUND		11010 3002 000 000		000	PROFESSIONAL SERVICES-OTHER	2,500.00
2009-12-16	INFORMATION TECHNOLOGY	POWER OUTLETS/SERVER ROOM &RAC	12200 5506 000 003		003	TRAVEL - NETWORK	502.72
	INFORMATION TECHNOLOGY		12200 5413 000 003		003	OTHER OPERATING SUPPLIES-NETWORK	502.72
2009-12-16	FIRE AND RESCUE	PURCHASE BREATHING APPARATUS	35050 5407 000 000		000	REPAIR AND MAINTENANCE SUPPL	1,200.00
	FIRE AND RESCUE		35050 5413 000 000		000	OTHER OPERATING SUPPLIES	1,200.00
	FIRE AND RESCUE		35050 3010 000 000		000	OTHER CONTRACTUAL SERVICES	4,000.00
	FIRE AND RESCUE		35050 5413 000 000		000	OTHER OPERATING SUPPLIES	4,000.00
	FIRE AND RESCUE		35050 3004 000 001		001	REPAIR AND MAINTENANCE-EQUIP.	7,000.00
	FIRE AND RESCUE		35050 5413 000 000		000	OTHER OPERATING SUPPLIES	7,000.00
2009-12-16	REFUSE COLLECTION	SET UP UNIFORMS SEPARATELY	42030 5405 000 000		000	LAUNDRY/HOUSEKEEPING SUPPLIES	450.00
	REFUSE COLLECTION		42030 5410 000 000		000	UNIFORMS	450.00

DATE	DEPARTMENT	REASON FOR TRANSFER	FROM	TO ACCT CODE	DESCRIPTION	AMOUNT
2009-12-16	COUNTY OFFICE BUILDINGS/COURT	ELECTRICAL ENGINEERING UPS SYS	43040 3010 000 000	000	OTHER CONTRACTUAL SERVICES	2,340.00-
	COUNTY OFFICE BUILDINGS/COURT		43040 3002 000 000	000	PROFESSIONAL SERVICES-OTHER	2,340.00
2009-12-28	GENERAL ENGINEERING/ADMINISTRATION	MAJOR REPAIRS TO VEHICLES	42010 4003 000 002	002	CENTRAL STORES - GASOLINE REPAIR AND MAINTENANCE-VEHICLE	2,000.00-
	GENERAL ENGINEERING/ADMINISTRATION		42010 3004 000 002	002		2,000.00
2010-01-20	JUVENILE AND DOMESTIC COURT	OFFICE SUPPLIES	21050 5204 000 000	000	POSTAGE AND TELEPHONE	600.00-
	JUVENILE AND DOMESTIC COURT		21050 5401 000 000	000	OFFICE SUPPLIES	600.00
2010-01-22	INFORMATION TECHNOLOGY	GIS DATA STORAGE SERVER	12200 5506 000 002	002	TRAVEL - GIS	3,000.00-
	INFORMATION TECHNOLOGY		12200 5413 000 002	002	OTHER OPERATING SUPPLIES-GIS	3,000.00
2010-02-04	COMMISSIONER OF THE REVENUE	PRINTER REPAIR	12090 3006 000 000	000	PRINTING AND BINDING	600.00-
	REASSESSMENT/BOARD OF ASSESSORS		12100 3004 000 001	001	REPAIR AND MAINTENANCE-EQUIP.	600.00
2010-02-09	COUNTY ATTORNEY	SOFTWARE UPGRADES	12020 5413 000 000	000	OTHER OPERATING	71.17-
	COUNTY ATTORNEY		12020 5401 000 000	000	OFFICE SUPPLIES	71.17
2010-02-09	COUNTY ATTORNEY	SUBSCRIPTION INCREASES	12020 5413 000 000	000	OTHER OPERATING	47.92-
	COUNTY ATTORNEY		12020 5411 000 000	000	BOOKS & SUBSCRIPTIONS	47.92
2010-02-12	ELECTORAL BOARD AND OFFICIALS	NEWSPAPER SUBSCRIPTION	13010 5401 000 000	000	OFFICE SUPPLIES	24.00-
	ELECTORAL BOARD AND OFFICIALS		13010 5411 000 000	000	BOOKS AND SUBSCRIPTIONS	24.00
2010-02-16	ECONOMIC DEVELOPMENT COMMISSION	BOOKS AND SUBSCRIPTIONS	81020 3007 000 000	000	ADVERTISING	1,200.00-
	ECONOMIC DEVELOPMENT COMMISSION		81020 5411 000 000	000	BOOKS AND SUBSCRIPTIONS	1,200.00
2010-02-16	ECONOMIC DEVELOPMENT COMMISSION	DUES AND MEMBERSHIPS	81020 3002 000 000	000	PROFESSIONAL SERVICES - OTHER	400.00-
	ECONOMIC DEVELOPMENT COMMISSION		81020 5801 000 000	000	DUES & MEMBERSHIPS	400.00
2010-02-16	ECONOMIC DEVELOPMENT COMMISSION	SUPPLIES	81020 3002 000 006	006	PROF. SERV.-ISO/TRAINING ASSI.	2,500.00-
	ECONOMIC DEVELOPMENT COMMISSION		81020 5413 000 000	000	OTHER OPERATING SUPPLIES	2,500.00
2010-02-22	SHERIFF	APPLICANT PHYSICALS, TESTS,	31020 3004 000 002	002	REPAIR AND MAINTENANCE-VEHICLE	1,000.00-
	SHERIFF		31020 3001 000 000	000	PROFESSIONAL HEALTH SERVICES	1,000.00
2010-02-23	PLANNING	COPIER PAPER	81010 5401 000 000	000	OFFICE SUPPLIES	100.00-
	PLANNING		81010 5401 000 002	002	OFFICE SUPPLIES-COPIER	100.00
2010-02-24	CLERK OF THE CIRCUIT COURT	REPLACEMENT DEED BOOK BINDER	21060 5401 000 000	000	OFFICE SUPPLIES	1,000.00-
	CLERK OF THE CIRCUIT COURT		21060 3006 000 000	000	PRINTING AND BINDING	1,000.00
2010-02-24	FIRE AND RESCUE	FIREFIGHTER BREATHING APPARATU	35050 3006 000 000	000	PRINTING AND BINDING	2,500.00-
	FIRE AND RESCUE		35050 5413 000 000	000	OTHER OPERATING SUPPLIES	2,500.00
	FIRE AND RESCUE		35050 5410 000 000	000	UNIFORMS & WEARING APPAREL	7,000.00-
	FIRE AND RESCUE		35050 5413 000 000	000	OTHER OPERATING SUPPLIES	7,000.00
2010-03-08	COUNTY ADMINISTRATOR	HARDWARE UPGRADE	12010 5506 000 000	000	TRAVEL	2,500.00-
2010-03-08	COUNTY ATTORNEY	SUBSCRIPTION INCREASE	12020 5413 000 000	000	OTHER OPERATING	50.00-
	COUNTY ATTORNEY		12020 5411 000 000	000	BOOKS & SUBSCRIPTIONS	50.00
2010-03-08	HUMAN RESOURCES	HR. SOFTWARE PURCHASE	12030 3007 000 000	000	ADVERTISING	17,000.00-
	HUMAN RESOURCES		12030 5413 000 000	000	OTHER OPERATING SUPPLIES	17,000.00
2010-03-08	INFORMATION TECHNOLOGY	HARDWARE UPGRADE	12200 5413 000 000	000	OTHER OPERATING SUPPLIES	2,500.00

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FUND 10

DATE	DEPARTMENT	REASON FOR TRANSFER	FROM	TO ACCT CODE	DESCRIPTION	AMOUNT
2010-03-08	COUNTY OFFICE BUILDINGS/COURT	ENGINEERING COST/COMPUTER ROOM	43040 3010 000 000	000	OTHER CONTRACTUAL SERVICES	2,160.00-
	COUNTY OFFICE BUILDINGS/COURT		43040 3002 000 000	000	PROFESSIONAL SERVICES-OTHER	2,160.00
2010-03-09	GENERAL OPERATING FUND	ED, MEETING TELEVISIONING COSTS	11010 3005 000 000	000	MAINTENANCE SERVICE CONTRACTS	2,000.00-
	GENERAL OPERATING FUND		11010 3002 000 000	000	PROFESSIONAL SERVICES-OTHER	2,000.00
2010-03-11	ECONOMIC DEVELOPMENT COMMISSION	COVER DUES AND MEMBERSHIPS	81020 3006 000 000	000	PRINTING & BINDING	100.00-
	ECONOMIC DEVELOPMENT COMMISSION		81020 5801 000 000	000	DUES & MEMBERSHIPS	100.00
2010-03-12	AGRICULTURE	ENTRY DOOR REPAIR	83010 9002 000 000	000	LEASE/RENT OF BUILDING	200.00-
	AGRICULTURE		83010 3004 000 001	001	REPAIR AND MAINTENANCE-EQUIP.	200.00
2010-03-12	AGRICULTURE	OFFICE SUPPLIES	83010 9002 000 000	000	LEASE/RENT OF BUILDING	622.00-
	AGRICULTURE		83010 5401 000 000	000	OFFICE SUPPLIES	622.00
	AGRICULTURE		83010 5506 000 000	000	TRAVEL	640.00-
	AGRICULTURE		83010 5401 000 000	000	OFFICE SUPPLIES	640.00
	AGRICULTURE		83010 5801 000 000	000	DUES AND ASSOC. MEMBERSHIPS	200.00-
	AGRICULTURE		83010 5401 000 000	000	OFFICE SUPPLIES	200.00
	AGRICULTURE		83010 5411 000 000	000	BOOKS AND SUBSCRIPTIONS	277.05-
	AGRICULTURE		83010 5401 000 000	000	OFFICE SUPPLIES	277.05
2010-03-16	INFORMATION TECHNOLOGY	GIS SOFTWARE/MAP BOOK PROJECT	12200 3005 000 000	002	MAINTENANCE SERVICE CONTRACTS-GIS	1,400.00-
	INFORMATION TECHNOLOGY		12200 5413 000 000	002	OTHER OPERATING SUPPLIES-GIS	1,400.00
2010-03-16	CLERK OF THE CIRCUIT COURT	COVER AND REBINDING BOOK COST	21060 5401 000 000	000	OFFICE SUPPLIES	28.61-
	CLERK OF THE CIRCUIT COURT		21060 3006 000 000	000	PRINTING AND BINDING	28.61
2010-03-18	SHERIFF	WARRANT JACKETS, LETTERHEADS	31020 5401 000 000	000	OFFICE SUPPLIES	300.00-
	SHERIFF		31020 3006 000 000	000	PRINTING AND BINDING	300.00
2010-03-25	COMMISSIONER OF THE REVENUE	POSTAGE&PHONES THROUGH 6/30/10	12090 5204 000 000	000	POSTAGE AND TELEPHONE	3,000.00
	REASSESSMENT/BOARD OF ASSESSORS		12100 5204 000 000	000	POSTAGE AND TELEPHONE	3,000.00-
2010-04-01	TREASURER	(2) ASCOM HASLER INSERTERS	12130 3002 000 000	002	PROF. SERV. - DMV-VRM STOPS	44,977.00-
	TREASURER		12130 8001 000 000	000	MACHINERY AND EQUIPMENT	44,977.00
2010-04-01	SHERIFF	CORRECT BS480	31020 5409 000 000	004	POLICE SUPPLIES - CONGRESS GRANT	23,587.52
	SHERIFF		31020 3002 000 000	002	PROF. SVCS. - CONGRESS GRANT	23,587.52-
2010-04-05	SHERIFF	CONGRESSIONAL GRANT/VEHICLES	31020 8005 000 000	000	MOTOR VEHICLES AND EQUIPMENT	48,000.00-
	SHERIFF		31020 5409 000 000	004	POLICE SUPPLIES - CONGRESS GRANT	48,000.00
2010-04-08	ELECTORAL BOARD AND OFFICIALS	COPIER LEASE CHARGE	13010 9001 000 000	000	LEASE/RENTAL OF EQUIPMENT	90.00-
	REGISTRAR		13020 9001 000 000	000	LEASE/RENT OF EQUIPMENT	90.00
2010-04-12	FIRE AND RESCUE	PURCHASE BREATHING APPARATUS	35050 4003 000 000	002	CENTRAL STORES - GASOLINE	8,000.00-
	FIRE AND RESCUE		35050 5413 000 000	000	OTHER OPERATING SUPPLIES	8,000.00
2010-04-14	COUNTY ATTORNEY	OFFICE SUPPLIES	12020 3004 000 000	001	REPAIRS/MAINT. - EQUIPMENT	21.79-
	COUNTY ATTORNEY		12020 5401 000 000	000	OFFICE SUPPLIES	21.79
2010-04-14	COUNTY ATTORNEY	MULTIPLE-DAY PROCEEDINGS	12020 3002 000 000	000	PROFESSIONAL SERVICES - OTHER	5.55-
	COUNTY ATTORNEY		12020 5506 000 000	000	TRAVEL	5.55
2010-04-16	ECONOMIC DEVELOPMENT COMMISSION	OTHER OPERATING SUPPLIES	81020 3007 000 000	000	ADVERTISING	1,300.00-
	ECONOMIC DEVELOPMENT COMMISSION		81020 5413 000 000	000	OTHER OPERATING SUPPLIES	1,300.00

DATE	DEPARTMENT	REASON FOR TRANSFER	FROM	TO ACCT CODE	DESCRIPTION	AMOUNT
2010-04-16	ECONOMIC DEVELOPMENT COMMISSION	DUES AND MEMBERSHIPS	81020 3007 000 000	000	ADVERTISING	350.00
	ECONOMIC DEVELOPMENT COMMISSION		81020 5801 000 000	000	DUES & MEMBERSHIPS	350.00
2010-04-16	ECONOMIC DEVELOPMENT COMMISSION	BOOKS AND SUBSCRIPTIONS	81020 3007 000 000	000	ADVERTISING	900.00
	ECONOMIC DEVELOPMENT COMMISSION		81020 5411 000 000	000	BOOKS AND SUBSCRIPTIONS	900.00
2010-04-16	ECONOMIC DEVELOPMENT COMMISSION	OFFICE SUPPLIES	81020 3007 000 000	000	ADVERTISING	1,000.00
	ECONOMIC DEVELOPMENT COMMISSION		81020 5401 000 000	000	OFFICE SUPPLIES	1,000.00
2010-04-19	SHERIFF	PRISONER TRANSPORT/EXTRADITION	31020 5506 000 000	000	TRAVEL	1,000.00
	SHERIFF		31020 5506 000 001	001	TRAVEL - EXTRADITION/TRANSPORTS	1,000.00
2010-04-19	SHERIFF	UPDATES FOR MANUELS	31020 5401 000 000	000	OFFICE SUPPLIES	200.00
	SHERIFF		31020 5411 000 000	000	BOOKS AND SUBSCRIPTIONS	200.00
2010-04-20	SHERIFF	CORR BUDGET/GRANT ALLOCATION	31020 8007 000 001	001	INTEGRATED TECH - 2008 METH GRANT	8,294.00
	SHERIFF		31020 5401 000 001	001	OFFICE SUPPLIES 2008 METH GRANT	8,294.00
2010-04-21	REASSESSMENT/BOARD OF ASSESSORS	FIELD VEHICLES MAINTENANCE	12100 5204 000 000	000	POSTAGE AND TELEPHONE	600.00
	REASSESSMENT/BOARD OF ASSESSORS		12100 3004 000 002	002	REPAIR/MAINT - VEHICLES	600.00
2010-04-23	COUNTY OFFICE BUILDINGS/COURT	CLEANING SUPPLIES	43040 5405 000 005	005	JANITORIAL SUPPLIES	4,500.00
	COUNTY OFFICE BUILDINGS/COURT		43040 5405 000 000	000	LAUNDRY/HOUSEKEEPING AND JANIT	4,500.00
2010-04-23	PARKS MAINTENANCE	TELEPHONE AND POSTAGE	71030 5506 000 000	000	TRAVEL	400.00
	PARKS MAINTENANCE		71030 5204 000 000	000	POSTAGE & TELEPHONE	400.00
2010-04-27	AGRICULTURE	ADDITIONAL DUES	83010 5506 000 000	000	TRAVEL	113.00
	AGRICULTURE		83010 5801 000 000	000	DUES AND ASSOC. MEMBERSHIPS	113.00
2010-05-04	COUNTY ATTORNEY	LGA CONFERENCE&HEARINGS	12020 3002 000 000	000	PROFESSIONAL SERVICES - OTHER	382.00
	COUNTY ATTORNEY		12020 5506 000 000	000	TRAVEL	382.00
2010-05-10	TREASURER	WEBSITE CHANGES @BRIGHT	12130 3006 000 000	000	PRINTING AND BINDING	500.00
	TREASURER		12130 3002 000 000	000	PROFESSIONAL SERVICES - OTHER	500.00
2010-05-10	VICTIM WITNESS PROGRAM	OFFICE SUPPLIES	22020 5506 000 000	000	TRAVEL	1,000.00
	VICTIM WITNESS PROGRAM		22020 5401 000 000	000	OFFICE SUPPLIES	1,000.00
2010-05-10	GENERAL ENGINEERING/ADMINISTRATION	REPAIRS&MAINT. VEHICLES	42010 4003 000 002	002	CENTRAL STORES - GASOLINE	1,000.00
	GENERAL ENGINEERING/ADMINISTRATION		42010 3004 000 002	002	REPAIR AND MAINTENANCE-VEHICLE	1,000.00
2010-05-10	REFUSE COLLECTION	SHANNELAND CONVENIENCE SITE	42030 3010 000 000	000	OTHER CONTRACTUAL SERVICES	30,000.00
	REFUSE COLLECTION		42030 3004 000 003	003	REPAIR AND MAINTENANCE -BUILD	30,000.00

*** END OF REPORT ***

**County of Frederick, VA
Report on Unreserved Fund Balance
April 2010**

Unreserved Fund Balance, Beginning of Year, July 1, 2009 **26,029,172**

Prior Year Funding & Carryforward Amounts

IT carryforwards	(93,391)	
Fire Company Capital carryforward	(148,982)	
DARE carryforward	(5,000)	
Forfeited Asset carryforward	(29,995)	
School carryforwards	(1,894,285)	
Double Tollgate Citizen's Convenience Ctr carryforward	(15,600)	
Sheriff grants carryforward	(242,672)	
Transportation carryforward	(440,300)	
Return unspent FY09 grant funds	(7,200)	
Fire station PPEA carryforward	(50,000)	
		(2,927,424)

Other Funding / Adjustments

EDC reduction	1,936	
Audit Adjustment	(1,894)	
Litter-Thon donations	(267)	
Electronic poll books	(11,728)	
AARP Tax Aid	(2,100)	
EDC incentive - Fisher	(90,000)	
Bowman Library chiller replacement	(83,881)	
Legal fees	(50,000)	
Server room reconfiguration	(10,530)	
June 2010 primary election	(26,422)	
June 2010 primary election cancelled	24,997	
EDC incentive - World Color	(150,000)	
		(399,889)

Fund Balance, April 2010 **22,701,859**