

*Public Display*

**BOARD PACKET**  
**BOARD OF SUPERVISORS**  
**ADJOURNED MEETING**  
**January 17, 2017**





**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
ADJOURNED MEETING  
TUESDAY, JANUARY 17, 2017  
GENERAL DISTRICT COURTROOM  
EDWIN R. SHIELDS COURTHOUSE ADDITION**

**AGENDA**

1. Call to Order – 7:00 p.m.
2. Roll Call  
*Barber Hagerman Blackstock Davis Scearce Barksdale Warren*

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3. Moment of Silence
4. Pledge of Allegiance
5. Items to be added to the Agenda  
(a)  
*Barber Hagerman Blackstock Davis Scearce Barksdale Warren*

**APPROVAL OF AGENDA**

*Motion: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*  
*Second: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*

**HEARING OF CITIZENS**

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**CONSENT AGENDA**

6. (a) Purchase of Phone by outgoing County Administrator *Page -14*

*Motion: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*  
*Second: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*

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**PUBLIC HEARINGS**

**Rezoning Cases:**

**Case 1: William S. Harville & Stacey D. Harville – Dan River Election District** **R-17-001**  
*R-1, Residential Suburban Subdivision District to B-2, Business District, General*

*Open:* \_\_\_\_\_ *Close:* \_\_\_\_\_

*Speakers:* \_\_\_\_\_  
*Motion:* Barber Hagerman Blackstock Davis Searce Warren Barksdale  
*Second:* Barber Hagerman Blackstock Davis Searce Barksdale Warren

**Roll Call Vote**

Y N A  
Barber  
Hagerman  
Blackstock  
Searce  
Davis  
Barksdale  
Warren  
(Roll Call Vote Y or N)

*Comments:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Case 2: Dodson Snack Sales, Inc. – Dan River Election District** **R-17-002**  
*B-2, Business District, General to R-1, Residential Suburban Subdivision District*

*Open:* \_\_\_\_\_ *Close:* \_\_\_\_\_

*Speakers:* \_\_\_\_\_  
*Motion:* Barber Hagerman Blackstock Davis Searce Warren Barksdale  
*Second:* Barber Hagerman Blackstock Davis Searce Barksdale Warren

**Roll Call Vote**

Y N A  
Barber  
Hagerman  
Blackstock  
Searce  
Davis  
Barksdale  
Warren  
(Roll Call Vote Y or N)

*Comments:* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Case 3: David W. Prillaman & Patsy F. Prillaman – Callands-Gretna Election District R-17-003**  
*R-1, Residential Suburban Subdivision District to A-1, Agricultural*

*Open:* \_\_\_\_\_ *Close:* \_\_\_\_\_

*Speakers:* \_\_\_\_\_

*Motion:* Barber Hagerman Blackstock Davis Scearce Warren Barksdale  
*Second:* Barber Hagerman Blackstock Davis Scearce Barksdale Warren

**Roll Call Vote**

	Y	N	A
Barber			
Hagerman			
Blackstock			
Scearce			
Davis			
Barksdale			
Warren			

*(Roll Call Vote Y or N)*

*Comments:* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Public Hearing**

- Public Hearing to receive citizen input on potentially granting Intertape Polymer Corporation a temporary construction easement on Tax Parcel 2338-50-3839 (10.27 acres), currently owned by Pittsylvania County, Virginia (the "County"). *Pages -16-25*

*Open:* \_\_\_\_\_ *Close:* \_\_\_\_\_

*Speakers:* \_\_\_\_\_

*Motion:* Barber Hagerman Blackstock Davis Scearce Warren Barksdale  
*Second:* Barber Hagerman Blackstock Davis Scearce Barksdale Warren

**Roll Call Vote**

	Y	N	A
Barber			
Hagerman			
Blackstock			
Scearce			
Davis			
Barksdale			
Warren			

*(Roll Call Vote Y or N)*

*Comments:* \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**UNFINISHED BUSINESS**

8. Expenditure Refunds – November 2016 – *At the Board's meeting on December 5, 2016, a motion was made by Mr. Barber, seconded by Mr. Davis, which required a 10-Day Layover that has now been met. **Roll Call Vote required.** Pages -27-30*

**Roll Call Vote**

Y N A  
 Barber  
 Hagerman  
 Blackstock  
 Searce  
 Davis  
 Barksdale  
 Warren  
 (Roll Call Vote Y or N)

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

9. Appropriation - Chiller/Pump Replacement for Courthouse – *At the Board's meeting on December 13, 2016, a motion was made by Mr. Warren, seconded by Mr. Davis, which required a 10-Day Layover that has now been met. **Roll Call Vote required.** Pages - 31-32*

Motion: Barber Hagerman Blackstock Davis Searce Warren Barksdale  
 Second: Barber Hagerman Blackstock Davis Searce Barksdale Warren

**Roll Call Vote**

Y N A  
 Barber  
 Hagerman  
 Blackstock  
 Searce  
 Davis  
 Barksdale  
 Warren  
 (Roll Call Vote Y or N)

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**NEW BUSINESS**

**Financial Matters**

10. (a) Recommendations from Finance Committee – *The Finance Committee met at 4:30pm on Tuesday, January 17, 2017 and any recommendations from that meeting will be submitted to the full Board of Supervisors Pages -34-35*  
 (i) Presentation of FY2016 Audit (Available online)

Committee Motion:

\_\_\_\_\_

- (ii) Year-to-Date Financial Report Pages – 36-42

Committee Motion:

\_\_\_\_\_

Committee Motion:

(b) Expenditure Refunds – December 2016 –Requires a Motion, Second and a 10-Day Layover Pages- 44-46

Motion: Barber Hagerman Blackstock Davis Scearce Barksdale Warren
Second: Barber Hagerman Blackstock Davis Scearce Barksdale Warren

(c) Courthouse Maintenance Fund Appropriation - Roll Call Vote required. Page -47

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Barksdale Warren
Roll Call Vote

Barber
Hagerman
Blackstock
Scearce
Davis
Barksdale
Warren
(Roll Call Vote Y or N)

Comments:
Comments:
Comments:
Comments:
Comments:

(d) Courthouse Security Fund Appropriation - Roll Call Vote required. Page-48

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Scearce Barksdale Warren
Roll Call Vote

Barber
Hagerman
Blackstock
Scearce
Davis
Barksdale
Warren
(Roll Call Vote Y or N)

Comments:
Comments:
Comments:
Comments:
Comments:

11. Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund - Southern Virginia Multimodal Park *Page s- 49-69*

*Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*

**Roll Call Vote**

*Comments:* \_\_\_\_\_

Y N A

Barber  
 Hagerman  
 Blackstock  
 Scearce  
 Davis  
 Barksdale  
 Warren

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*(Roll Call Vote Y or N)*

12. Byrne/JAG – Policing in the 21<sup>st</sup> Century – Heroes and Kids *Pages – 70-78*

*Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*

**Roll Call Vote**

*Comments:* \_\_\_\_\_

Y N A

Barber  
 Hagerman  
 Blackstock  
 Scearce  
 Davis  
 Barksdale  
 Warren

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*(Roll Call Vote Y or N)*

**APPOINTMENTS**

13. Pittsylvania County Service Authority – Dan River Representative *Page -80*

*Motion: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*  
*Second: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*

14. Dan River Alcohol Safety Action Program (ASAP) – County Representative *Pages – 81-83*

*Motion: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*  
*Second: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*

**BOARD ANNOUNCEMENTS**

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 \_\_\_\_\_  
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**REPORTS FROM LEGAL COUNSEL**

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**REPORTS FROM COUNTY ADMINISTRATOR**

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**CLOSED SESSION**

*Time Entered in Closed Session:* \_\_\_\_\_

*Motion: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*  
*Second: Barber Hagerman Blackstock Davis Scearce Barksdale Warren*

15.

(a) Consultation with legal counsel employed or retained by public body regarding specific legal matters requiring provision of legal advice by such counsel

Authority: 2.2-3711(A)(7) of the Code of Virginia, 1950, as amended

Subject: Project Internet

Purpose: Discussion of Lease Agreement

(b) Discussion of the disposition of publicly held property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body

Authority: 2.2-3711(A)(3) of the Code of Virginia, 1950, as amended

Subject: Project Turtle

Purpose: Discussion of the disposition of publicly held property

(c) Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community

Authority: 2.2-3711(A)(5) of the Code of Virginia, 1950, as amended

Subject: Project S8

Purpose: Project Update

**RETURN TO OPEN SESSION**

*Motion to return to Open Session:*

*Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

*Time Returned to Open Session:* \_\_\_\_\_

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
CERTIFY CLOSED MEETING**

**BE IT RESOLVED** that at the Meeting of the Pittsylvania County Board of Supervisors on January 17, 2017, the Board hereby certifies by a recorded vote that to the best of each board member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed or considered in the closed meeting. If any member believes that there was a departure from the requirements of the Code, he shall so state prior to the vote indicating the substance of the departure. The statement shall be recorded in the minutes of the Board.

**Vote**

Tim R. Barber	Yes/No
Jerry A. Hagerman	Yes/No
Elton W. Blackstock	Yes/No
Joe B. Davis	Yes/No
Ronald S. Scearce	Yes/No
Jessie L. Barksdale	Yes/No
Robert W. Warren	Yes/No

<i>Motion:</i>	<i>Barber</i>	<i>Hagerman</i>	<i>Blackstock</i>	<i>Davis</i>	<i>Scearce</i>	<i>Warren</i>	<i>Barksdale</i>
<i>Second:</i>	<i>Barber</i>	<i>Hagerman</i>	<i>Blackstock</i>	<i>Davis</i>	<i>Scearce</i>	<i>Warren</i>	<i>Barksdale</i>

**ADJOURNMENT**

<i>Motion:</i>	<i>Barber</i>	<i>Hagerman</i>	<i>Blackstock</i>	<i>Davis</i>	<i>Scearce</i>	<i>Warren</i>	<i>Barksdale</i>
<i>Second:</i>	<i>Barber</i>	<i>Hagerman</i>	<i>Blackstock</i>	<i>Davis</i>	<i>Scearce</i>	<i>Warren</i>	<i>Barksdale</i>

Time: \_\_\_\_\_

**ADJOURNMENT**

**TO BE ADDED**

# HEARING OF CITIZENS

# **CONSENT AGENDA**

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> Purchase of Phone by outgoing County Administrator	<b><u>AGENDA DATE:</u></b> 0-17-2017	<b><u>ITEM NUMBER:</u></b> 6(a)	
	<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>	
	<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Equipment purchase	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
	<b><u>STAFF CONTACT(S):</u></b> Mr. Smitherman	<b><u>ATTACHMENTS:</u></b> No	
	<b><u>REVIEWED BY:</u></b> <i>GM</i>		

**BACKGROUND:**

**DISCUSSION:**

With frequent changes in technology and software, the useful life of cell phones is relatively short. Considering age and condition of the cell phone used by the outgoing County Administrator, by action, the Board may dispose of such item by transferring ownership for exchange of \$1.

**RECOMMENDATION:**

The Board of Supervisors hereby approves transferring ownership of said cell phone for \$1 to the outgoing County Administrator.

# **PUBLIC HEARING**

# PITTSYLVANIA COUNTY

## EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Public Hearing on Temporary Use of Public Property – Intertape (Intertape Polymer Corp.)	<b><u>AGENDA DATE:</u></b> 01-17-2017	<b><u>ITEM NUMBER:</u></b> 7
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Temporary Use of County Owned Property	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b>  Mr. Smitherman Mr. Sides	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>  <b><u>INFORMATION:</u></b>	
	<b><u>ATTACHMENTS:</u></b> Yes	
	<b><u>REVIEWED BY:</u></b> 	

### **BACKGROUND:**

The Intertape Polymer Corp. facility in Pittsylvania County is expanding its operations and facility. During the construction process, the company will need to temporarily utilize County property to provide a truck turn around area and for fill material to allow building expansion.

### **DISCUSSION:**

Intertape has contacted the County about possibly using a piece of property owned by Pittsylvania County on Eagle Springs Road for a temporary truck turn around area. With this turn around area, the company's trucks would be able to access the existing facility from either Ringgold Industrial Parkway or Eagle Springs Road. Pittsylvania County currently owns parcel 2338-50-3839, which measures 10.72 acres. Only a small portion of the property, located east of the existing rail line and south of Eagle Springs Road, would be needed for the turn around area. Approximately 2 acres of County property located adjacent to Intertape, also parcel 2338-50-3839, is a proposed source of fill material needed for construction. The parcel will be retained by the County, and will be left in a stabilized condition. Because this property is publicly owned, a Public Hearing is required before taking any action relating to use of the property.

### **RECOMMENDATION:**

The Public Hearing has been properly advertised. The County Attorney has prepared a Temporary Easement Agreement (attached) that would be signed by both the Company and the County. Following the Public Hearing, if the Board agrees that the use of public property is acceptable, there should be a motion to authorize the County Administrator to sign the easement agreement.

## **PUBLIC HEARING NOTICE**

The Pittsylvania County Board of Supervisors will hold a public hearing at 7:00 p.m. on January 17, 2017, in the General District Courtroom of the Edwin R. Shields Courthouse Addition in Chatham, Virginia, to receive citizen input on potentially granting Intertape Polymer Group, Inc., a temporary construction easement on Tax Parcel 2338-50-3839 (10.27 acres), currently owned by Pittsylvania County, Virginia (the "County"). Full text of the proposal is available in the Office of the Pittsylvania County Administrator, 1 Center Street, Chatham, Virginia, 24531, Monday through Friday, between the hours of 8:00 a. m. and 5:00 p. m., as well as on the County's website at [www.pittgov.org](http://www.pittgov.org).



intertape polymer group™

December 29, 2016

Board of Supervisors  
Pittsylvania County Virginia  
1 Center Street  
Chatham, VA 24531

**RE: Intertape Plant Expansion: Request to Use County-Owned Property During Construction**

Dear Members of the Board:

As you may be aware, Intertape Polymer Group (IPG) is planning an expansion to their existing facility located at 1101 Eagle Springs Road. This expansion includes a building addition, grading operations, utility installations, parking lot modifications, and stormwater management construction. This letter is to serve as a formal request for the Board of Supervisors to consider allowing IPG the use of County-owned property located adjacent to IPG during the construction phase of this project.

As part of the site work portion of this project, a considerable amount of fill material will need to be imported to the site. Therefore, IPG requests that Pittsylvania County allow IPG and its contractors, the use of the northern portion of parcel number 2338-50-3839 to serve as a borrow site for necessary fill material. If allowed, this work will be shown on the site plans for the project and when fill material has been removed, a stabilized, level pad will be constructed on the lot. Please see Exhibit A, attached, for more information.

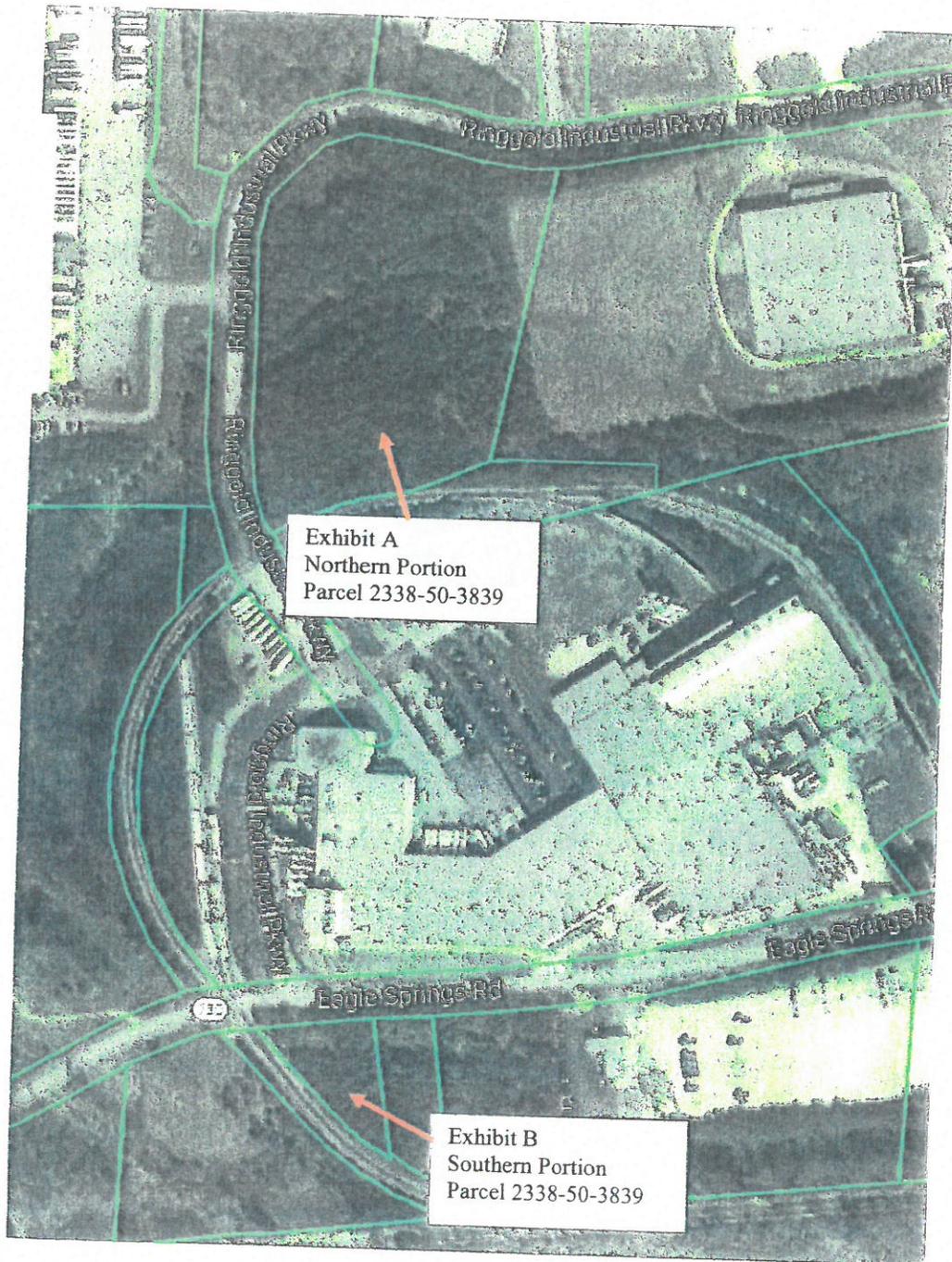
Additionally, the site work and road work portion of the project onsite will limit truck access to the facility. IPG also requests the use of the southern portion of parcel number 2338-50-3839 for the temporary construction of a 30' x 100' gravel pad for use by IPG delivery trucks to back into in order to egress Eagle Springs Road to the east. Please see Exhibit B, attached, for more information.

Thank you in advance for your consideration of these requests and please let me know should you have any questions or need further information.

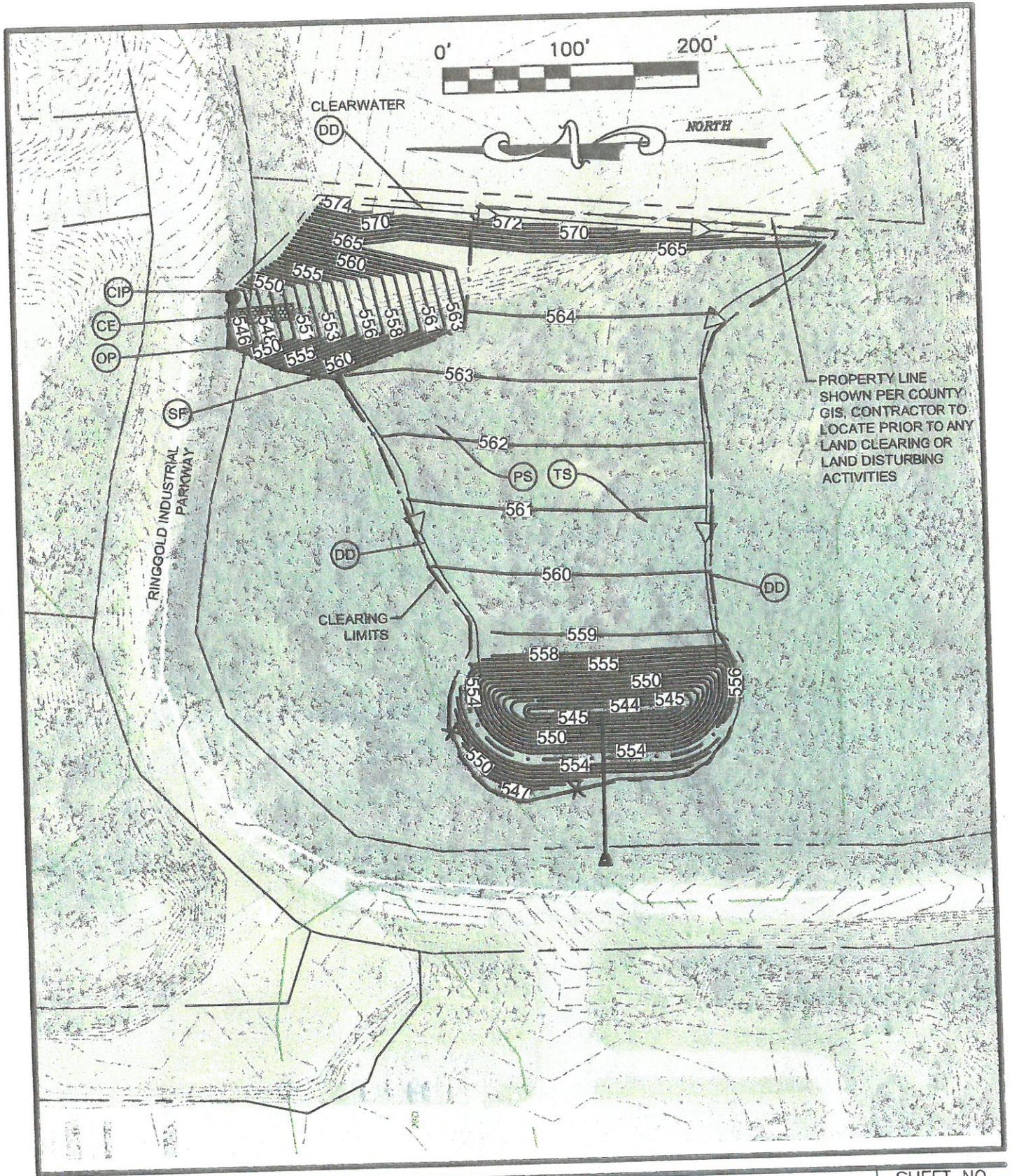
Sincerely,

Enclosures:     Exhibit A: Borrow Site Exhibit  
                     Exhibit B: Truck Back-In Area Exhibit

1101 Eagle Springs Road; Danville, VA 24540 Phone: 434.797.8273 Fax: 434.797.2287



1101 Eagle Springs Road, Danville, VA 24540 Phone: 434.797.8273 Fax: 434.797.2287



**Dewberry**<sup>®</sup>

Dewberry Engineers Inc.  
 551 Piney Forest Road  
 Danville, VA 24540  
 Phone: 434.797.4497  
 Fax: 434.797.4341

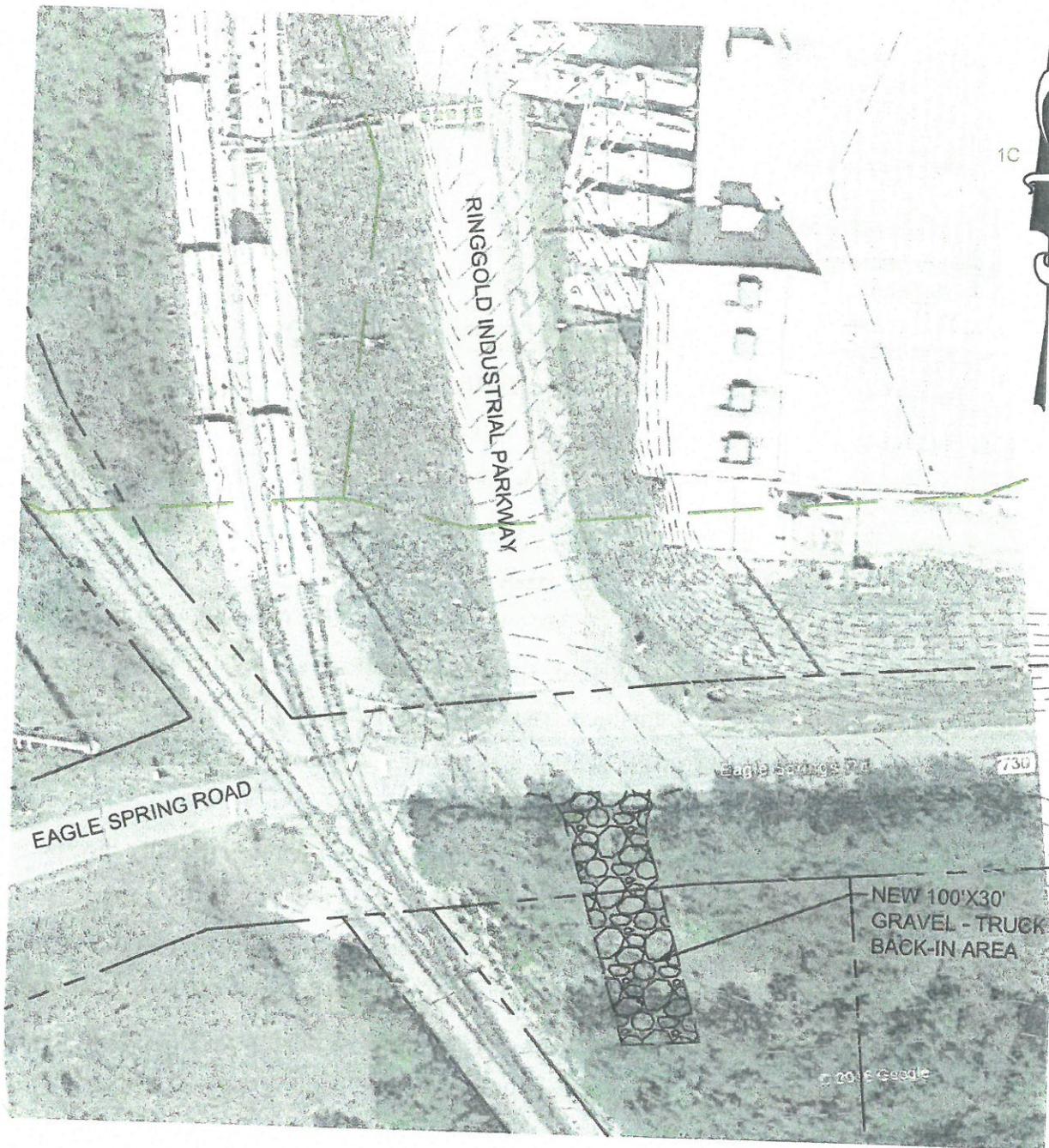
DATE  
01.06.17

PROJ. NO.  
50087329

TITLE  
BORROW SITE EXHIBIT

PROJECT  
INTERTAPE EXPANSION  
CAST FILM ADDITION

SHEET NO.  
  
EXHIBIT-A



1C

VA GRID NORTH - SOUTH ZONE NAD 83



**Dewberry**<sup>®</sup>

Dewberry Engineers Inc.  
 551 Piney Forest Road  
 Danville, VA 24540  
 Phone: 434.797.4197  
 Fax: 434.797.4341

DATE 12.28.16	TITLE TRUCK BACK-IN AREA EXHIBIT	SHEET NO.  EXHIBIT-B
PROJ. NO. 50087329	PROJECT INTERTAPE EXPANSION CAST FILM ADDITION	

*Exempt from Recordation Taxes and Fees under Virginia Code Sections 58.1-822(A)(3), 58.1-811(C)(4)(J), 58.1-811(C)(5), 58.1-3315, 42.1-70, 17.1-266, and 17.1-279(E). The existence of title insurance is unknown to the Preparer.*

Prepared by:

J. Vaden Hunt, Esq.  
Pittsylvania County Attorney  
1 Center Street  
P.O. Box 426  
Chatham, Virginia 24531  
VSB # 65574  
GPIN #: 2338-50-3839, MB 44/148L

Return to:

Pittsylvania County Attorney's Office  
1 Center Street  
P.O. Box 426  
Chatham, Virginia 24531

## **DEED OF TEMPORARY CONSTRUCTION EASEMENT**

This **DEED OF TEMPORARY CONSTRUCTION EASEMENT** (the "Deed"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between Pittsylvania County, Virginia, a political subdivision of the Commonwealth of Virginia, Grantor, and Intertape Polymer Corporation, a Canadian Corporation, Grantee.

### **WITNESSETH:**

That for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants and conveys to the Grantee, a Temporary Construction Easement (the "easement") on, over, across, and through property owned by Grantor, more particularly described as GPIN 2338-50-3839, MB 44/148L.

As more fully detailed in the Exhibits A and B attached hereto and fully incorporated herein by said reference, Grantee and its contractors shall have the right to utilize the easement for the purpose of construction site access during a building improvement project to provide a vehicle turn around area, and for the removal of soil material to be used for construction purposes. The term of this easement shall be for such period of time as is necessary for the completion of the construction of the aforesaid improvements, but in any event, it shall terminate no later than one-hundred and eighty (180) days from the date of execution of this Deed.

Grantee agrees that the construction work shall be pursued as diligently and expeditiously as reasonably possible.

Grantee agrees to repair or to pay for any actual damage that may be caused by it or its contractors in the exercise of any of the rights granted herein, to the extent permitted by law.

At the conclusion of all construction work, Grantee shall see that Grantor's property is restored to a stabilized and vegetated condition. Grantee also agrees that neither it, nor its successors or assigns, shall construct or install anything within the easement area prior to or during the term of the easement, including fences and shrubbery, without Grantor's written permission. Temporary access and turn around facilities must be constructed in compliance with all Virginia Department of Transportation rules and regulations. All easement activities must comply with all applicable regulations and all required permits must be obtained at the grantee's expense. No damage or restoration is expected other than is indicated on the attached Exhibits and as may be required by erosion and stormwater control plans and permits. At the conclusion of the Easement period, and as allowed by the applicable permits, all work that is indicated in the attached Exhibits will be left in place.

Grantee agrees to indemnify and save harmless Grantor, its officers, agents, employees, and volunteers from any and all losses, expenses, costs and claims, including but not limited to costs of investigation, all reasonable attorneys' fees (whether or not litigation results), and the cost of any appeal, occurring or arising in connection with the Contractor's, its agents', subcontractors', employees', or volunteers' negligence or wrongful acts or omissions in connection with its performance of any and all of the activities covered by this Deed. Nothing contained in this Deed shall be deemed to be a waiver of Grantor's sovereign immunity.

The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

Grantor covenants that it has the right to convey the easement herein granted.

WITNESS the following signatures and seals:

*(SIGNATURE PAGES TO FOLLOW)*

**GRANTOR:**  
**PITTSYLVANIA COUNTY, VIRGINIA**

By: \_\_\_\_\_

Title: County Administrator

COMMONWEALTH OF VIRGINIA  
COUNTY OF PITTSYLVANIA, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the County of Pittsylvania, Virginia, whose term of office expires on \_\_\_\_\_, 20\_\_, do hereby certify that David M. Smitherman, Pittsylvania County Administrator, whose name is signed to the foregoing Deed of Temporary Construction Easement, has acknowledged the same before me in the County and State aforesaid. He is personally known to me or has produced a driver's license as identification.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
J. Vaden Hunt, Esq.  
Pittsylvania County Attorney

**GRANTEE:**

**INTERTAPE POLYMER CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the \_\_\_\_\_, whose term of office expires on \_\_\_\_\_, 20\_\_, do hereby certify that \_\_\_\_\_, whose name is signed to the foregoing Deed of Temporary Construction Easement, has acknowledged the same before me in the County and State aforesaid. He/She is personally known to me or has produced a driver's license as identification.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

Registration No. \_\_\_\_\_

# **UNFINISHED BUSINESS**

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Expenditure Refunds for November 2016-<i>Motion made by Mr. Barber and seconded by Mr. Davis and has now met the 10-day layover requirement. Roll Call Vote Required</i></p>	<p><b><u>AGENDA DATE:</u></b> 1-17-17</p>	<p><b><u>ITEM NUMBER:</u></b> 8</p>
<p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Budget Amendment for expenditure refunds</p>	<p><b><u>ACTION:</u></b> Yes</p>	<p><b><u>INFORMATION:</u></b></p>
<p><b><u>STAFF CONTACT(S):</u></b> Smitherman, VanDerHyde</p>	<p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p>	<p><b><u>INFORMATION:</u></b></p>
	<p><b><u>ATTACHMENTS:</u></b> Expenditures Refunds Memo</p>	
	<p><b><u>REVIEWED BY:</u></b> </p>	

**BACKGROUND:**

**DISCUSSION:**

Attached is a list of expenditure refunds for the month of November 2016 for review. As discussed earlier with the Board, the simple routine of putting every refund back in the budget is extremely time consuming and leaves room for errors. To stay in balance with the Treasurer, we need to reappropriate refunds into the budget so the budget would increase with every expenditure refund.

**RECOMMENDATION:**

Staff recommends the reappropriation of \$37,143.22 as follows: \$.44 to Human Resources-Training (100-4-012220-5540), \$11.99 to Electoral Board-Office Supplies (100-4-013100-6001), \$1.55 to Registrar-Office Supplies (100-4-013100-6001), \$100.00 to Clerk of Court-Copier Lease, \$225.00 to Sheriff-Undercover Account (100-4-031200-6024), \$230.00 to Sheriff-Halloween Contributions (100-4-031200-5878), \$51.28 to Sheriff-Fuel (100-4-031200-6008), \$2,691.61 to Sheriff-Parts (100-4-031200-6030), \$2,652.49 to Sheriff-Labor (100-4-031200-6031), \$50.53 to VFD-United Way Contribution (100-4-032200-5667), \$88.00 to Extradition (100-4-033100-5550), \$117.40 to Jail-Food Supplies (100-4-033100-6002), \$1.88 to Landfill-Telephone (100-4-042400-5230), \$13.71 to Library-Office Supplies (100-4-073100-6001), \$85.00 to Non-departmental-Awards & Certificates (100-4-091200-5840), \$30,822.34 to WIA-Rent (251-4-353853-6014).  
MOTION MADE BY MR. BARBER AND SECONDED BY MR. DAVIS AND HAS NOW MET THE 10-DAY LAYOVER REQUIREMENT. ROLL CALL VOTE REQUIRED.

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b></p> <p>Expenditure Refunds for November 2016-Requires a motion and a 10-day layover.</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b></p> <p>Budget Amendment for expenditure refunds</p> <p><b><u>STAFF CONTACT(S):</u></b> Smitherman, VanDerHyde</p>	<p><b><u>AGENDA DATE:</u></b> 12-05-16</p>	<p><b><u>ITEM NUMBER:</u></b> 12(a)</p>
	<p><b><u>ACTION:</u></b> Yes</p>	<p><b><u>INFORMATION:</u></b></p>
	<p><b><u>CONSENT AGENDA:</u></b></p> <p><b><u>ACTION:</u></b></p>	<p><b><u>INFORMATION:</u></b></p>
	<p><b><u>ATTACHMENTS:</u></b> Expenditures Refunds Memo</p>	<p><b><u>REVIEWED BY:</u></b> </p>

**BACKGROUND:**

**DISCUSSION:**

Attached is a list of expenditure refunds for the month of November 2016 for review. As discussed earlier with the Board, the simple routine of putting every refund back in the budget is extremely time consuming and leaves room for errors. To stay in balance with the Treasurer, we need to reappropriate refunds into the budget so the budget would increase with every expenditure refund.

**RECOMMENDATION:**

Staff recommends the reappropriation of \$37,143.22 as follows: \$.44 to Human Resources-Training (100-4-012220-5540), \$11.99 to Electoral Board-Office Supplies (100-4-013100-6001), \$1.55 to Registrar-Office Supplies (100-4-013100-6001), \$100.00 to Clerk of Court-Copier Lease, \$225.00 to Sheriff-Undercover Account (100-4-031200-6024), \$230.00 to Sheriff-Halloween Contributions (100-4-031200-5878), \$51.28 to Sheriff-Fuel (100-4-031200-6008), \$2,691.61 to Sheriff-Parts (100-4-031200-6030), \$2,652.49 to Sheriff-Labor (100-4-031200-6031), \$50.53 to VFD-United Way Contribution (100-4-032200-5667), \$88.00 to Extradition (100-4-033100-5550), \$117.40 to Jail-Food Supplies (100-4-033100-6002), \$1.88 to Landfill-Telephone (100-4-042400-5230), \$13.71 to Library-Office Supplies (100-4-073100-6001), \$85.00 to Non-departmental-Awards & Certificates (100-4-091200-5840), \$30,822.34 to WIA-Rent (251-4-353853-6014). THIS ITEM REQUIRES A MOTION AND A 10-DAY LAYOVER.

PITTSYLVANIA COUNTY  
VIRGINIA

Finance Department  
P.O. Box 426  
Chatham, Virginia 24531



Phone (434) 432-7740  
Fax (434) 432-7746  
Gretna/Hurt (434) 656-6211

MEMO TO: David M. Smitherman  
County Administrator

FROM: Kim Van Der Hyde *KVDH*  
Finance Director

SUBJECT: November Expenditure Refunds

DATE: November 30, 2016

The list below shows all expenditure refunds that were sent to the Finance Department during the month of November. I am recommending that all of the following expenditure refunds be reappropriated by the Board of Supervisors:

100-4-012220-5540	Human Resources-Training Tax Reimbursement	.44
100-4-013100-6001	Electoral Board-Office Supplies Tax Reimbursement	11.99
100-4-013200-6001	Registrar-Office Supplies Tax Reimbursement	1.55
100-4-021600-60051	Clerk of Court-Copier Lease Reimbursement	100.00
100-4-031200-6024	Sheriff-Undercover Account Restitution	225.00
100-4-031200-5878	Sheriff-Halloween Contributions Donations (100-3-000000-189913)	230.00
100-4-031200-6008	Sheriff-Fuel Reimbursement	51.28
100-4-031200-6030	Sheriff-Parts Insurance Claim	2,691.61
100-4-031200-6031	Sheriff-Labor Insurance Claim	2,652.49

100-4-032200-5667	VFD-United Way Contribution Contributions (100-3-000000-189912)	50.53
100-4-033100-5550	Extradition Extradition	88.00
100-4-033100-6002	Jail-Food Supplies Reimbursement	117.40
100-4-042400-5230	Landfill-Telephone Reimbursement	1.88
100-4-073100-6001	Library-Office Supplies Overpayment	13.71
100-4-091200-5840	Non-dept-Awards & Certificates Christmas Party Payments	85.00
251-4-353853-6014	WIA-Other Operating Rent Payments (251-3-000000-150201)	30,822.34

**TOTAL NOVEMBER EXPENDITURE REFUNDS      \$37,143.22**

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<u><b>AGENDA TITLE:</b></u> Chiller and Pump Replacement	<u><b>AGENDA DATE:</b></u> 01-17-2017	<u><b>ITEM NUMBER:</b></u> 9
<u><b>SUBJECT/PROPOSAL/REQUEST:</b></u>  10-Day Layover Appropriation	<u><b>ACTION:</b></u> Yes	<u><b>INFORMATION:</b></u>
<u><b>STAFF CONTACT(S):</b></u> Mr. Smitherman; Mr. Hawker	<u><b>CONSENT AGENDA:</b></u> <u><b>ACTION:</b></u>	<u><b>INFORMATION:</b></u>
	<u><b>ATTACHMENTS:</b></u> Yes	
	<u><b>REVIEWED BY:</b></u> <i>GS</i>	

**BACKGROUND:**

At their meeting on December 13, 2016, the Board of Supervisors awarded a contract in the amount of \$130,500 to Moore's Electrical & Mechanical Construction, Inc. to furnish, deliver, and install a water cooled chiller for the Pittsylvania County Courthouse, plus \$15,600 for a 5-year extended warranty, for a total of \$146,100. At that same meeting, a motion was made by Mr. Warren, seconded by Mr. Davis, to appropriate \$146,100 from Unappropriated Surplus, which required a 10-Day Layover that has now been met.

**DISCUSSION:**

**RECOMMENDATION:**

Staff recommends the Board of Supervisors approve the motion was made by Mr. Warren, seconded by Mr. Davis, to appropriate \$146,100 from Unappropriated Surplus. *Roll Call Vote required*

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Award Chiller and Pump Replacement</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Award contract to Moore's Electrical &amp; Mechanical Construction, Inc.</p> <p><b><u>STAFF CONTACT(S):</u></b> Mr. Monday, Kim Van Der Hyde, Otis Hawker, Darrell Dalton, Connie Gibson</p>	<p><b><u>AGENDA DATE:</u></b> 12/13/16</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> 1) Invitation for Bid 2) Bid Sheet</p> <p><b><u>REVIEWED BY:</u></b> </p>	<p><b><u>ITEM NUMBER:</u></b> 8</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
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**BACKGROUND:**

The Purpose and Intent of the Invitation for Bid is to establish a firm fixed price contract with one (1) qualified source to furnish, deliver and install a Water Cooled Chiller for Pittsylvania County Court House, in accordance with the specifications, terms and conditions stated in the IFB.

**DISCUSSION:**

The Purchasing Department mailed out 8 copies of the IFB 2016-11-10. We advertised in 2 local newspapers, posted on the County's public notice board, County's website and the Virginia Business Opportunity website (1449 vendors received electronically). We received six responses. Low bid was \$130,500 from Moore's Electrical & Mechanical Construction, Inc.

**RECOMMENDATION:**

Staff recommends the Board of Supervisors:

- (1) Award the base bid to Moore's Electrical & Mechanical Construction, Inc. for \$130,500, and;
- (2) Appropriate \$146,100, from Unappropriated Surplus, for the base bid (\$130,500) plus \$15,600 for a 5-year extended warranty. *Motion (2) requires a 10-Day Layover.*

# **NEW BUSINESS**

# PITTSYLVANIA COUNTY

## EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Recommendations from Finance Committee	<b><u>AGENDA DATE:</u></b> 01-17-2017	<b><u>ITEM NUMBER:</u></b> 10 (a)
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Recommendations from Finance Committee	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b> Mr. Smitherman; Ms. Van Der Hyde	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	
	<b><u>INFORMATION:</u></b>	
	<b><u>ATTACHMENTS:</u></b> Yes	
	<b><u>REVIEWED BY:</u></b>	

### **BACKGROUND:**

### **DISCUSSION:**

The Finance Committee of the Pittsylvania County Board of Supervisors will meet at 4:30 pm on Tuesday, January 17, 2017. (See attached agenda). Any recommendations from that committee will be presented to the full Board of Supervisors.

### **RECOMMENDATION:**

Staff submits this to the Board of Supervisors for their consideration.

**FINANCE COMMITTEE**  
**Pittsylvania County Board of Supervisors**

**Tuesday, January 17, 2017**  
**4:30 PM**

**Main Conference Room**  
**County Administration Building**  
**1 Center Street**  
**Chatham, Virginia**

**AGENDA**

1. Call to Order 4:30 pm
2. Roll Call
3. Approval of Agenda
4. New Business
  - (a) Presentation of FY2016 Audit
  - (b) Year-to-Date Financial Report
  - (c) Discussion & Approval of Budget 2017/18 Calendar
  - (d) Guidance to Staff for FY 2017/18 Budget
5. Adjournment

### General Fund Revenues

Real Estate Revenues: At December 31, 2016, the County had collected a total of 37.69% of Real Estate Revenues. This compares unfavorably with the rate collected at December 31, 2015 when the total collected at that time was 41.93%. One might think that this percentage should be closer to 50% since ½ of the year has been completed but you must bear in mind that many Pittsylvania County taxpayers pay their entire tax bill in June. The amount prepaid in June for the 2<sup>nd</sup> billing totaled \$2,687,924.84. If this amount is considered with the amount collected thus far in 2016, the County collection rate would stand at 50%.

Mobile Homes: At December 31, 2016, the County had collected a total of 27.72% of Mobile Home Revenues. Compared with 1 year ago, the rate collected stood at 38.44%. The amount prepaid in June for the 2<sup>nd</sup> billing totaled \$43,716.04. If this amount is considered with the amount collected thus far in 2016, the County collection rate would stand at 47%.

Personal Property: At December 31, 2016, the County had collected a total of 32.77% of Personal Property Revenues. The rate collected at this same time last year was 40.74%. The amount prepaid in June for the 2<sup>nd</sup> billing totaled \$572,589.86. If this amount is considered with the amount collected thus far in 2016, the County collection rate would stand at 41%.

Machinery & Tools: At December 31, 2016, the County had collected a total of 53.55% of Machinery & Tools Revenues compared with 44.49% in 2015. Timing of these payments skews the percentages. The amount prepaid in June for the 2<sup>nd</sup> billing totaled \$191,494.97. If this amount is considered with the amount collected thus far in 2016, the County collection rate would stand at 66%.

Merchants Capital: At December 31, 2016, the County had collected a total of 77.82% of Merchants Capital Revenues compared with 54.96% in 2015. Timing of these payments skews the percentages. Please bear in the mind that the Board of Supervisors changed the assessment method for Merchants' Capital tax on 9-06-16. As such, refunds have been returned to taxpayers, which would lower the percentage collected.

Public Service Corporations: At December 31, 2016, the County had collected a total of 56% of Public Service Corps. Revenues compared with 60% at this time last year.

Delinquent Tax Collections: Attached is a report from TACS that shows delinquent tax collections as of January 7, 2017. The total collected from January 1, 2016 – January 7, 2017 in all categories totals \$1,858,039.

### General Fund Expenditures

General Fund Expenditures: General Fund expenditures through December 31, 2016 totaled \$35,470,295.27, which is 50% of the appropriated budget. The appropriated budget has increased from the original budget by \$7,786,532.30 (See attached appropriations). Most of the increase in the appropriation is from the appropriation of \$2,956,004.88 that was added for School carryovers and \$3,974,840.35 that was added to the Capital Improvements Fund, most of which was the Animal Shelter appropriation of \$3,243,000. General Fund expenditures through December 31, 2015 totaled \$30,962,309.53 (adjusted for the inclusion of Landfill expenses in the General Fund), which was 43% of the appropriated budget. The appropriated budget increased

by \$8,048,279.96 (adjusted for the inclusion of Landfill expenses in the General Fund during the same time frame last year) (July – December 2015).

### Summary

This report shows that collection of Pittsylvania County taxes continues to remain stable and closely mirrors the revenues that were anticipated during the budget process. The report also shows an uptick in expenditures. Most of these expenditures were necessary costs that have aided in moving our locality forward in providing more improved services to our citizens. As we begin the budget process for the FY2018 fiscal year, several items need to be considered:

- We have received budget requests from County departments and will start budget meetings with department heads starting later this week.
- We are continuing to work with Whitebirch in conjunction with PFM, our financial advisors, to develop a forecasting model to help project expenses and revenues to aid in the budgeting process.
- We will need to re-evaluate the continued impact of the elimination of the Solid Waste Fee as we start the FY 2018 budget. The gap left by the elimination of this fee is \$1.5 million. This revenue has not been made up with other revenue sources since its elimination.
- We will need to identify ways to minimize the usage of unassigned fund balance to cover any 2018 shortfall that may exist. Use of unassigned fund balance should only be used for non-recurring expenditures. A total of \$3.2 million was budgeted from unassigned fund balance for FY2017. Just a reminder, this \$3.2 million did not include the Animal Shelter that was voted on after the budget process for FY2017 was complete.
- We will also need to evaluate the impact of the dwindling revenues from delinquent tax collections on the 2018 budget as well as to determine funding for the increased operational costs for the new animal shelter facility.

# Client Portfolio Collection Report

Client	Account Type	Last Assigned Date	Referred Accounts	Amount Referred	Amount Cancelled	Amount Adjusted	Amount Paid	Balance Amount	Active Accounts	Percent Collected
Pittsylvania County Personal Property	PITT-PP	9/20/2016	6,900	\$2,531,613	197,353	(\$388,578)	\$490,134	\$1,455,549	4,905	25.19%
Pittsylvania County Real Estate	PITT-RE	9/8/2016	1,578	\$2,853,313	923	(\$257,599)	\$955,117	\$1,639,674	1,027	36.81%
Pittsylvania County Utilities	PITT-UT	9/8/2016	2,051	\$443,443	107	(\$15,058)	\$156,082	\$272,197	1,325	36.44%

## Sum of Amount Collected

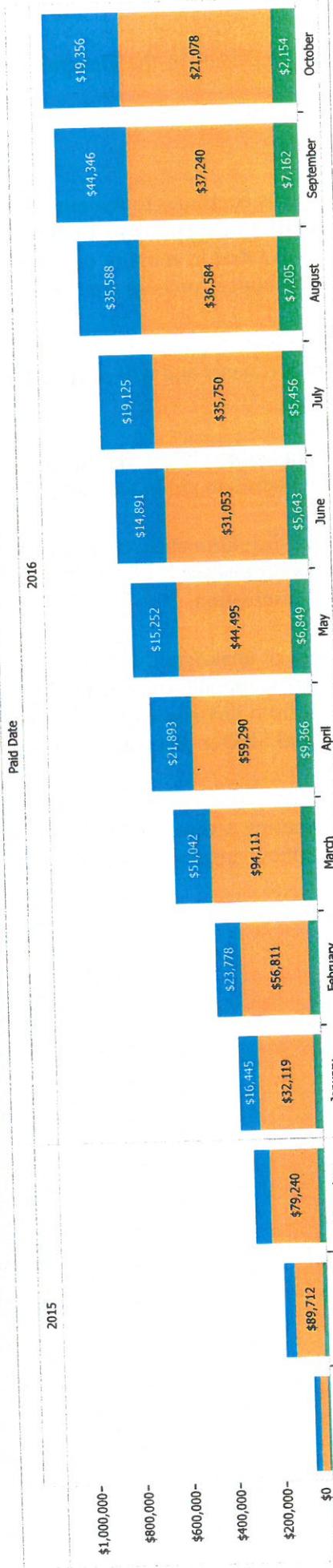


Chart provides running sum of amounts collected without any costs of litigation, collection fees or direct payments to locality added.

Client: Pittsylvania County Personal Prop., Pittsylvania County Real Estate, Pittsylvania County Utilities

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
 FISCAL YEAR 2016-2017  
 AS OF 12-31-16  
 BUDGET SUPPLEMENTS (INCREASES TO THE BUDGET)

DESCRIPTION OF INCREASES/(DECREASES)	ORIG BUDGET AMOUNT	INC/(DEC)	ADJUSTED BUDGET	FUNDING SOURCE
<b>MAY 2, 2016:</b>	175,800,032.00			
TRANSFER OF FUNDS TO PURCHASE A RESCUE VEHICLE		75,000.00	310 SIDE	Unapprop Surplus
TRANSFER OF FUNDS TO PURCHASE A RESCUE VEHICLE		75,000.00	100 SIDE	Unapprop Surplus
<b>MAY 17, 2016:</b>				
TRANSFER OF LOCAL SHARE FOR COUNTY ADMIN SEARCH		10,550.00	250 SIDE	Unapprop Surplus
TRANSFER OF LOCAL SHARE FOR COUNTY ADMIN SEARCH		10,550.00	100 SIDE	Unapprop Surplus
GRANT RECEIVED FROM FOUNDATION-COUNTY ADMIN SEARCH		10,550.00		Grant Funds
<b>JULY 19, 2016:</b>				
GRANT CARRYOVERS				
GRANT REDUCTION-CITAC		340,609.74		Grant Funds
GRANT CARRYOVERS-CENTRA-PARK PROJECT		(16,771.53)		Grant Funds
INDUSTRIAL DEVELOPMENT INCREASE-TOBACCO COMMISSION		53,407.65		Grant Funds
INDUSTRIAL DEVELOPMENT INCREASE-CARRYOVER (BUDGET REDUCTION)		77,342.84		TIC Funds
VICTIM WITNESS GRANT INCREASE-STATE		(4,856.03)		Carryover Funds
VICTIM WITNESS GRANT INCREASE-FEDERAL		9,254.01		State Funds
		27,763.03		Federal Funds
<b>AUGUST 1, 2016:</b>				
EXPENDITURE REFUNDS				
FARMERS MARKET-VENDOR FEES		4,656.92		Expenditure Refunds
LIBRARY-FAX MONEY-ADDED TO MEMORIAL GIFTS FUND		134.00		Vendor Fees
LIBRARY-FAX MONEY-ADDED TO MEMORIAL GIFTS FUND		9,575.30	100 SIDE	Library Fax Money
WIA-COMMUNITY IMPACT GRANT-CARRYOVER		9,575.30	265 SIDE	Library Fax Money
WIA-JD NEG-DCC-CARRYOVER		15,000.00		Carryover Funds
WIA-JD NEG-PHC-CARRYOVER		14,632.12		Carryover Funds
WIA-DHCD-VA BCC-CARRYOVER		(45,938.36)		Carryover Funds
WIA-RIDE SOLUTIONS-CARRYOVER		3,657.89		Budget Reduction
WIA-JD NEG-WPWIB		(40,702.61)		Carryover Funds
WIA-WORKFORCE INNOVAITON FUND-CARRYOVER		409,411.01		Budget Reduction
WIA-INCENTIVES-DISLOCATED WORKER-CARRYOVER		387,066.98		Carryover Funds
WIA-INCENTIVES-YOUTH-CARRYOVER		32,755.34		Carryover Funds
WIA-RAPID RESPONSE-DISLOCATED WORKER-CARRYOVER		20,038.81		Carryover Funds
WIA-DHCD-PLANNING-CARRYOVER		11,647.27		Carryover Funds
WIA-WIOA TRANSITION FUNDING-CARRYOVER		13,132.50		Carryover Funds
WIA-LUCY P. SALE-CARRYOVER		15,000.00		Carryover Funds
SCHOOL BOND FUND CARRYOVER		1,490.62		Carryover Funds
SOCIAL SERVICES BOND FUND CARRYOVER		576,232.09		Carryover Funds
		60,941.76		Carryover Funds





PITTSYLVANIA COUNTY  
APPROPRIATIONS VS BUDGET FIGURES  
Report dates 07/01/2016 - thru - 12/31/2016

ACCOUNT NUMBER	DESCRIPTION	15-16 BUDGET	ADJUSTMENTS TO BUDGET	15-16 ADJ BUDGET	BALANCE
	TOTALS	175,800,032.00	18,008,210.56	193,808,242.56	101,863,403.01

**PITTSYLVANIA COUNTY  
BUDGET CALENDAR FY 2017-2018**

- Friday, November 18, 2016:**
- Submission of CIP Update by Departments
- Friday, December 30, 2016:**
- Department Requests deadline
- Week of January 16, 2017:**
- Departmental Budget Reviews
- Tuesday, January 17, 2017-4:30 pm:  
Finance Committee Meeting**
- Presentation of FY16 Audit
  - Year-to-date Financial Report
  - Discussion & Approval of FY 16/17 Calendar
  - Guidance to Staff for FY 16/17 Budget
- Monday, February 6, 2017 – 5:00 pm:  
Finance Committee Meeting**
- Review Revenues
- Tuesday, February 21, 2017 – 5:00 pm:  
Finance Committee Meeting**
- Submit County Administrator’s recommended budget
- Monday, March 6, 2017 – 5:00 pm:  
Finance Committee Meeting**
- Budget approved for advertisement by the Finance Committee to the full Board of Supervisors
  - Budget approved for advertisement at the regular meeting of the Board of Supervisors
- Wednesday, March 8, 2017:**
- Budget will be advertised (pending approval and date set by Finance Committee)
- Monday, March 20, 2017 – 7:00 pm:  
Special Meeting**
- Public hearing on school budget and public hearing on full county budget (budget cannot be approved until 7 days after public hearing)
- Monday, April 3, 2017 – 7:00 pm:**
- Approval of the school budget and full county budget at the regular meeting of the Board of Supervisors

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b>	<b><u>AGENDA DATE:</u></b>	<b><u>ITEM NUMBER:</u></b>
Expenditure Refunds for December 2016-Requires a motion, second and a 10-day layover	1-17-17	10(b)
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>	<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>
Budget Amendment for expenditure refunds	Yes	
<b><u>STAFF CONTACT(S):</u></b> Smitherman, VanDerHyde	<b><u>CONSENT AGENDA:</u></b>	<b><u>INFORMATION:</u></b>
	<b><u>ACTION:</u></b>	
	<b><u>ATTACHMENTS:</u></b>	
	Expenditures Refunds Memo	
	<b><u>REVIEWED BY:</u></b>	

**BACKGROUND:**

**DISCUSSION:**

Attached is a list of expenditure refunds for the month of December 2016 for review. As discussed earlier with the Board, the simple routine of putting every refund back in the budget is extremely time consuming and leaves room for errors. To stay in balance with the Treasurer, we need to reappropriate refunds into the budget so the budget would increase with every expenditure refund.

**RECOMMENDATION:**

Staff recommends the reappropriation of \$59,470.46 as follows: \$226.66 to Board of Supervisors-Travel (100-4-011010-5500), \$1,000.00 to Circuit Court-Salaries & Wages (100-4-021100-1100), \$6.00 to Circuit Court-Meals for Jurors (100-4-021100-6002), \$100.00 to Clerk of Court-Copier Lease, \$5.02 to Sheriff-Postage (100-4-031200-5210), \$200.00 to Sheriff-Undercover Account (100-4-031200-6024), \$250.00 to Sheriff-Parts (100-4-031200-6030), \$326.67 to Extradition (100-4-033100-5550), \$32.00 to Jail-Food Supplies (100-4-033100-6002), \$9,086.64 to E911-Telephone (100-4-035500-5230), \$.54 to Landfill-Engine Accessories (100-4-042300-6032), \$908.00 to CPMT-Pool Programs (100-4-053500-7003), \$35.00 to Recreation-Park Maintenance (100-4-071100-60065), \$4,599.61 to Library-Telephone (100-4-073100-5230), \$34,854.72 to Library-Internet Services (100-4-073100-5240), \$5.00 to Victim/Witness-Travel (250-4-021900-5500), \$7,834.60 to WIA-Rent (251-4-353853-6014). **REQUIRES A MOTION, SECOND AND A 10-DAY LAYOVER.**

PITTSYLVANIA COUNTY  
VIRGINIA

Finance Department  
P.O. Box 426  
Chatham, Virginia 24531



Phone (434) 432-7740  
Fax (434) 432-7746  
Gretna/Hurt (434) 656-6211

MEMO TO: David M. Smitherman  
County Administrator

FROM: Kim Van Der Hyde *KVH*  
Finance Director

SUBJECT: December Expenditure Refunds

DATE: January 11, 2017

The list below shows all expenditure refunds that were sent to the Finance Department during the month of December. I am recommending that all of the following expenditure refunds be reappropriated by the Board of Supervisors:

100-4-011010-5500	Board of Supervisors-Travel Tax/Travel Reimbursement	226.66
100-4-021100-1100	Circuit Court-Salaries & Wages Christmas Bonus Received Judge Moreau	1,000.00
100-4-021100-6002	Circuit Court-Meals for Jurors Meal Reimbursement	6.00
100-4-021600-60051	Clerk of Court-Copier Lease Reimbursement	100.00
100-4-031200-5210	Sheriff-Postage Overpayment	5.02
100-4-031200-6024	Sheriff-Undercover Account Restitution	200.00
100-4-031200-6030	Sheriff-Parts Insurance Claim	250.00
100-4-033100-5550	Extradition Extradition	326.67
100-4-033100-6002	Jail-Food Supplies Reimbursement	32.00

100-4-035500-5230	E911-Telephone Reimbursement	9,086.64
100-4-042300-6032	Landfill-Engine Accessories Tax Reimbursement	.54
100-4-053500-7003	CPMT-Pool Programs IV-E Reimbursements	908.00
100-4-071100-6006	Recreation-Park Maintenance Donation	35.00
100-4-073100-5230	Library-Telephone USAC Payment	4,599.61
100-4-073100-5240	Library-Internet Services USAC Payment	34,854.72
250-4-021900-5500	Vic/Wit-Travel Travel Reimbursement	5.00
251-4-353853-6014	WIA-Other Operating Rent Payments (251-3-000000-150201)	7,834.60

**TOTAL DECEMBER EXPENDITURE REFUNDS      \$59,470.46**

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b>          Courthouse Maintenance Fund Appropriation-  <i>Requires a Motion and a Roll Call Vote</i></p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>          Budget Amendment-Courthouse Maintenance Fund</p> <p><b><u>STAFF CONTACT(S):</u></b>  <b>Smitherman, VanDerHyde</b></p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b><u>AGENDA DATE:</u></b> 1-17-17</td> <td style="width: 50%;"><b><u>ITEM NUMBER:</u></b> 10(c)</td> </tr> <tr> <td><b><u>ACTION:</u></b> Yes</td> <td><b><u>INFORMATION:</u></b></td> </tr> <tr> <td><b><u>CONSENT AGENDA:</u></b></td> <td></td> </tr> <tr> <td><b><u>ACTION:</u></b></td> <td><b><u>INFORMATION:</u></b></td> </tr> <tr> <td><b><u>ATTACHMENTS:</u></b> No</td> <td></td> </tr> <tr> <td><b><u>REVIEWED BY:</u></b></td> <td></td> </tr> </table>	<b><u>AGENDA DATE:</u></b> 1-17-17	<b><u>ITEM NUMBER:</u></b> 10(c)	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>	<b><u>CONSENT AGENDA:</u></b>		<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>	<b><u>ATTACHMENTS:</u></b> No		<b><u>REVIEWED BY:</u></b>	
<b><u>AGENDA DATE:</u></b> 1-17-17	<b><u>ITEM NUMBER:</u></b> 10(c)												
<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>												
<b><u>CONSENT AGENDA:</u></b>													
<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>												
<b><u>ATTACHMENTS:</u></b> No													
<b><u>REVIEWED BY:</u></b>													

**BACKGROUND:**

Since the adoption of the FY 2017 budget, the Courthouse has needed major roof repairs. A total of \$37,000 was appropriated on 9-21-16 to make the necessary repairs to the roof. At that time, it was also determined that the Chiller was in need of repair and/or replacement.

**DISCUSSION:**

The Courthouse Maintenance Fund has been used to keep the original Chiller running until the new Chiller is installed. A total of \$3,286.12 needs to be appropriated to cover these maintenance costs. There are sufficient funds to cover this appropriation. These 2 items have tremendously reduced the balance in the Courthouse Maintenance Fund. Future repairs to the Courthouse will need to be charged elsewhere until this fund is restored. The balance in the Courthouse Maintenance Fund stands at \$4,017.21 after all costs are accounted for.

**RECOMMENDATION:**

Staff recommends that the Board approve an amendment to the Courthouse Maintenance budget and appropriate a total of \$3,286.12. THIS ITEM REQUIRES A MOTION AND A ROLL CALL VOTE.

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Courthouse Security Fund Appropriation-<i>Requires a Motion and a Roll Call Vote.</i></p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Transfer of Courthouse Security Funds to the Sheriff's Budget</p> <p><b><u>STAFF CONTACT(S):</u></b> Smitherman, VanDerHyde</p>	<p><b><u>AGENDA DATE:</u></b> 1-17-17</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> No</p> <p><b><u>REVIEWED BY:</u></b></p>	<p><b><u>ITEM NUMBER:</u></b> 10(d)</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
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**BACKGROUND:**

The Courthouse Security Fund was established in July 2002 and revised by the Board in July 2007. This fund collects \$10 for each conviction of a defendant. This money is deposited in the Courthouse Security Fund and can only be used to provide security to the Courthouse facility.

**DISCUSSION:**

The Board of Supervisors awarded a contract to Dewberry on June 21, 2016 to provide Architectural & Engineering services to design a secure main entry to the Courthouse complex. The total amount needed for construction is \$269,000.00. These funds need to be appropriated to the Courthouse Security Fund in line item 314-4-043201-8212. The Courthouse Security Fund currently has a balance of \$767,691.32 and will be used for this Courthouse security project.

**RECOMMENDATION:**

Staff recommends that \$269,000 be appropriated to the Courthouse Security Fund line item 314-4-043201-8212. THIS ITEM REQUIRES A MOTION AND A ROLL CALL VOTE.

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund - Southern Virginia Multimodal Park</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b></p> <p>-Accept grant funds and direct County Administrator to sign Performance Agreement with VEDP</p> <p>-Direct County Administrator to enter into performance agreement with Southern Virginia Multimodal Park LLC</p> <p><b><u>STAFF CONTACT(S):</u></b> Mr. Rowe</p>	<p><b><u>AGENDA DATE:</u></b> 1-17-2016</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> Yes</p> <p><b><u>REVIEWED BY:</u></b></p>	<p><b><u>ITEM NUMBER:</u></b> 11</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>

**BACKGROUND:**

The Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (VBAF) was established to promote the restoration and redevelopment of brownfield sites in the Commonwealth and to address environmental problems or obstacles to reuse so that such sites can be effectively marketed to new economic development prospects. Pittsylvania County economic development staff applied for the grant on behalf of Southern Virginia Multimodal Park, LLC for the Southern Virginia Multimodal Park in Hurt, VA. Staff has been notified that they have successfully received a \$50,000 grant award. No tax payer funds are being utilized as part of this project.

**DISCUSSION:**

The County and the Southern Virginia Multimodal Park, LLC, (SVMP, LLC) are working together on a public-private partnership to establish a world-class industrial park in Hurt, VA; known as the Southern Virginia Multimodal Park (SVMP). As part of this effort, County economic development staff has applied for the VBAF grant on behalf SVMP, LLC to identify, delineate, and perform activities regarding 3 areas of concern within the property known as the SVMP (formerly the Klopman Mills site). The grant requires a dollar-for-dollar match, which is being provided by SVMP, LLC. SVMP, LLC has committed to paying \$84,500 for its portion of the \$134,500 project; with the remaining being funded by the \$50,000 grant. The VBAF performance agreement has been reviewed by the County's Attorney with no additional changes or comments.

In addition, to eliminate any fiscal risk to the County, county staff has worked with SVMP, LLC to develop a performance agreement between SVMP, LLC and the County, which states that the County shall only disburse grant funds on a reimbursement basis dependent upon SVMP, LLC providing the County will

acceptable receipts of work completed. The agreement also states that SVMP, LLC is responsible for outstanding work required or repayments to be made (which will be eliminated based upon the reimbursement method).

The performance agreement between SVMP, LLC and the County has been reviewed by the County's attorney with no additional changes or comments.

**RECOMMENDATION:**

Motion and approval from the Board to accept the \$50,000 VBAF grant and to direct the County Administrator to sign the accompanying performance agreements with VEDP and SVMP, LLC.

**VIRGINIA BROWNFIELDS RESTORATION AND ECONOMIC  
REDEVELOPMENT ASSISTANCE FUND PROGRAM**

**SITE ASSESSMENT AND PLANNING GRANT**

**PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** made and entered this \_\_\_\_ day of November, 2016, by and between the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** (“VEDP”), a political subdivision of the Commonwealth of Virginia (the “Commonwealth”) and the **COUNTY OF PITTSYLVANIA, VIRGINIA** (the “Grantee”), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (the “VBAF”) was established pursuant to § 10.1-1237 of the Code of Virginia of 1950, as amended (the “Virginia Code”), to promote the restoration and redevelopment of brownfield sites in the Commonwealth and to address environmental problems or obstacles to reuse so that such sites can be effectively marketed to new economic development prospects;

WHEREAS, the VBAF is administered by the Virginia Resources Authority (“VRA”), and VEDP directs the distribution of grants from the VBAF;

WHEREAS, VEDP, in consultation with the Virginia Department of Environmental Quality (“DEQ”), has established guidelines for the awarding of Site Assessment and Planning Grants from the VBAF;

WHEREAS, VEDP, in consultation with DEQ, has approved an application submitted by the Grantee to identify, delineate and characterize materials associated with three Areas of Concern (“AOC”) identified as Recognized Environmental Conditions and perform related activities (the “Project”) at the former Burlington Industries - Klopman Mills site in Hurt, Virginia (the “Site”);

WHEREAS, VEDP, in consultation with DEQ and based upon the VBAF priorities, has awarded a Site Assessment and Planning Grant in the amount of \$50,000 (the “Grant”) to the Grantee for the Project;

WHEREAS, VEDP and the Grantee desire to set forth their understanding and agreement as to the payout of the Grant, the use of the Grant proceeds, the obligations of the Grantee, and the repayment by the Grantee of all or part of the Grant under certain circumstances; and

WHEREAS, the restoration and redevelopment of brownfield sites and addressing environmental problems or obstacles to reuse constitutes a valid public purpose for the expenditure of public funds and is the animating purpose in making the Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1. Definitions**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Investment” means expenditures by or on behalf of the Grantee associated with the Project, including the Grant proceeds and the Local Match.

“Investment Schedule” means the timetable of the Investment.

“Local Match” means the required one-to-one match by the Grantee of the amount of the Grant from public and/or private sources in either cash or documented reasonable and necessary costs associated with the Project.

“Performance Date” means July 1, 2017, which is the date by which the Grantee expects to have completed the Project. If VEDP, in consultation with DEQ, deems that good faith and reasonable efforts have been made and are being made by the Grantee to complete the Project, the Performance Date may be extended by up to 15 months and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

**Section 2. Disbursement of Grant; Use of Grant Proceeds.**

(a) *Disbursement:* The Grant will be paid to the Grantee in one payment of \$50,000. Promptly upon the execution and delivery of this Agreement by the Grantee, VEDP will forward to VRA a copy of this Agreement, together with a direction to disburse \$50,000 to the Grantee.

(b) *Use of Grant Proceeds:* The Grantee will expend the proceeds of the Grant only as permitted by § 10.1-1237 of the Virginia Code and as part of the Investment and on the Investment Schedule, as both are set forth on Exhibit A hereto.

**Section 3. Investment and Investment Schedule.**

(a) *Investment:* The Grantee is expected to make the Investment and to complete the Project on or before the Performance Date. As the Project is undertaken, adjustments to the Investment may be needed. Except for *de minimis* adjustments (adjustments impacting, in the aggregate, less than 10% of the Grant proceeds), adjustments to the Investment require the prior written approval of VEDP and must be reflected on a revised Exhibit A provided to VEDP.

(b) *Investment Schedule:* Investment is expected to be made on the Investment Schedule, but no later than the Performance Date. If adjustments to the Investment Schedule are

needed, such adjustments do not require prior written approval from VEDP, but must be reflected on a revised Exhibit A provided to VEDP.

(c) *Supplemental Grant:* If the Investment proves insufficient to allow the Grantee to complete the Project or other associated work identified through the results of the Project, a supplemental grant in an amount of up to 20% of the Site Assessment and Planning Grant may be awarded if that additional amount, plus other identified funds, will be sufficient to allow completion and if monies are available from the VBAF. If such supplemental Site Assessment and Planning Grant is awarded, the Grantee must provide an additional Local Match.

**Section 4. Local Match.**

Evidence provided by the Grantee to VEDP demonstrates that the Grantee will make the Local Match on or before the Performance Date.

**Section 5. Reporting.**

(a) *Grant Report:* The Grantee may provide a written detailed report reasonably satisfactory to VEDP and DEQ indicating that the Grant proceeds have been expended and the Local Match has been made (“Grant Report”) at any time prior to the Performance Date. The Grantee must provide the Grant Report no later than September 1, 2017.

The Grant Report must include:

- (i) a brief summary of the outcome of the Project;
- (ii) whether or not the Site may be effectively marketed to new economic development prospects;
- (iii) any adjustments made to the Investment and Investment Schedule;
- (iv) if the Site was not enrolled in the Virginia Voluntary Remediation Program (“VRP”), certification that Project has met remediation and risk standards of care for reuse of the Site and that the Grantee will maintain all records for facilitating potential future brownfields revitalization of the Site, to demonstrate appropriate care, and to facilitate potential future VRP enrollment if necessary; and
- (v) statement that data collected reflects certification by the Virginia Environmental Laboratory Accreditation Program (“VELAP”).

(b) *Status Report:* The Grantee must provide a written detailed report reasonably satisfactory to VEDP providing an update on the Site including whether the Site was successfully marketed to a new economic development prospect and the Project generated any additional private investment and job creation, at such other time as VEDP and DEQ may require, including after the Performance Date.

(d) *Costs of Reporting:* The cost of reporting will be borne by the Grantee.

**Section 5. Repayment Obligations.**

(a) *If Investment is Less than Expected:* If the Grant Report indicates that the Grantee was able to complete the Project for less than the expected Investment, such that the amount of the Grant proceeds exceeds the Local Match or the Grantee will not need all of the Grant proceeds previously disbursed to the Grantee, the Grantee must repay to VEDP an amount equal to the excess amount or the amount of the Grant proceeds no longer required.

(b) *If Grant Proceeds are Misspent:* If the Grant Report indicates, or any evidence gathered by VEDP reveals, that any Grant proceeds have been expended on anything other than the expected Investment, the Grantee must repay to VEDP the amount so misspent.

(c) *Failure to Complete by Performance Date:* To the extent that the Grant proceeds are not expended by the Performance Date or if the Performance Date is not extended, the unspent proceeds as of the Performance Date must be repaid to VEDP.

(d) *Repayments to Fund:* VEDP will provide written notification to the Grantee if any repayment is due from the Grantee to VEDP under this Agreement. Within 60 days of receiving such notification, the Grantee will make the repayment to VEDP, subject to appropriation. Any repayment received by VEDP will be promptly transferred by VEDP to the VRA for redeposit to the Fund.

**Section 6. Notices.**

Formal notices and communications among the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Grantee, to:

County of Pittsylvania, Virginia  
1 Center Street  
Chatham, Virginia 24531  
Facsimile: \_\_\_\_\_  
Email: matthew.rowe@pittgov.org

with a copy to:

Samet Corporation  
309 Gallimore Dairy Road  
Suite 102  
Greensboro, North Carolina 27409  
Facsimile: \_\_\_\_\_

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Attention: Matthew D. Rowe, Director of  
Economic Development

Email: bhall@sametcorp.com  
Attention: Brian Hall, Project Manager

if to VEDP, to:

with a copy to:

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: dgundersen@yesvirginia.org  
Attention: Interim President & CEO and COO

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: smcninch@yesvirginia.org  
Attention: General Counsel

**Section 7. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement between the parties hereto as to the Grant, and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Grantee may not assign its rights and obligations under this Agreement without the prior written consent of VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court. In the event this Agreement is subject to litigation, each party shall be responsible for its own attorney's fees.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

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IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

**VIRGINIA ECONOMIC  
DEVELOPMENT PARTNERSHIP  
AUTHORITY**

By \_\_\_\_\_  
Name: Daniel C. Gundersen  
Title: Interim President & CEO and COO  
Date: \_\_\_\_\_, 2016

**COUNTY OF PITTSYLVANIA,  
VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016

SEEN AND ACKNOWLEDGED:

**VIRGINIA RESOURCES AUTHORITY**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016

**VIRGINIA DEPARTMENT OF  
ENVIRONMENTAL QUALITY**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016

Exhibit A: Investment and Investment Schedule

**EXHIBIT A**

**INVESTMENT  
INVESTMENT SCHEDULE**

**INVESTMENT**

Cost Item	Amount
AOC 1: Tris Drum Site Investigation	\$40,300
AOC 2: Drum & Debris Area Investigation	14,000
AOC 3: Boiler Ash & Slag Area Investigation	11,500
On Site Labor	18,500
Equipment	23,400
Materials	17,850
Project Management	8,950
Total	\$134,500

**INVESTMENT SCHEDULE**

Date	Amount
Total	\$134,500

## LOCAL PERFORMANCE AGREEMENT

This Local Performance Agreement (“Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2017, by and among Pittsylvania County, Virginia, a political subdivision of the Commonwealth of Virginia (the “County”), and SVMP, LLC, a limited liability corporation organized under the laws of the \_\_\_\_\_ (“Company”), collectively the “parties.”

### WITNESSETH:

WHEREAS, Company owns the former Burlington Industries – Klopman Mills site in Hurt, Virginia (the “Property”);

WHEREAS, Company plans to make general improvements and environmental remediation to the Property so that it can be more effectively marketed for sale or reuse;

WHEREAS, the County has recently been notified that it has received a \$50,000 Site Assessment and Planning Grant (the “Grant”) from the Virginia Brownfields Restoration and Economic Development Assistant Fund Program (“VBAF”) to promote the restoration and redevelopment of the Property to address environmental problems or obstacles to reuse, so that the Property can be effectively marketed to new economic development prospects;

WHEREAS, the VBAF is administered by the Virginia Resources Authority (“VRA”), and the Virginia Economic Development Partnership Authority (“VEDP”) directs the distribution of grants from the VBAF; and

WHEREAS, the County and the Company believe that the provisions of this Agreement, and the commitments of the parties herein, will promote the retention and expansion of industrial growth in the County by inducing industrial, commercial, and economic development within the region, and that such development will promote the safety, health, welfare, convenience, and prosperity of the citizens of the County.

NOW, THEREFORE, in consideration of the foregoing mutual benefits, promises, and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. VBAF Site Assessment Planning Grant Performance Agreement (“VBAF Performance Agreement”); Incorporation: Both parties agree to be bound by any and all conditions contained in the VBAF Performance Agreement attached hereto as Exhibit “1,” and incorporated legally and fully by said reference/attachment.

2. Grant Distribution to Company by County:

A. The County will distribute up to, but not exceeding, \$50,000 from the Grant to the Company only after the Company has presented to the County verified documentation that it has spent at least \$50,000 completing some or all of the items/tasks listed on Exhibit “A,” Investment Schedule, contained in the VBAF Performance Agreement, attached hereto as Exhibit “1.”

B. Payments by County of any and all above-referenced monies to the Company are conditioned on Company being current on any and all taxes and fees due and owing County.

3. Grant Distribution if Terms are not Satisfied by Company: If Company fails to satisfy all of the terms of this Agreement, or the attached VBAF Performance Agreement, the County shall distribute no Grant monies to Company.

4. Governing Law: This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia, and if legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in Pittsylvania County, Virginia.

5. Execution: This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original.

6. Entire Agreement: This Agreement constitutes the entire agreement of the parties hereto, and may not be modified or amended except in a writing signed by all of the parties hereto.

7. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Severability: If any provision of this Agreement is determined to be unenforceable, invalid, or illegal, then the enforceability, validity, and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

9. Enforcement: In the event that it is necessary for any party to incur any costs and expenses in the enforcement of any of the terms and provisions of this Agreement in a court of law or equity, the substantially non-prevailing party shall pay forthwith to the substantially prevailing party any and all costs and expenses thereby incurred including, but not limited to, reasonable counsel fees and court costs.

10. Notices: Formal notices and communications between the parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than twenty-four (24) hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Company, to:

Brian Hall  
Director of Development  
SVMP, LLC  
P.O. Box 8050  
Greensboro, North Carolina 27419  
Facsimile: (336) 544-2640

Email: bhall@SametCorp.com

if to the County, to:

Matthew D. Rowe  
Director of Economic Development  
Pittsylvania County, Virginia  
1 Center Street  
P.O. Box 426  
Chatham, Virginia 24531  
Email: david.smitherman@pittgov.org

with a copy to:

J. Vaden Hunt, Esq.  
County Attorney  
Pittsylvania County, Virginia  
1 Center Street  
P.O. Box 426  
Chatham, Virginia 24531  
Facsimile: (434) 432-1778  
Email: vaden.hunt@pittgov.org

WITNESS the following signatures and seals:

**PITTSYLVANIA COUNTY, VIRGINIA**

By: \_\_\_\_\_  
David M. Smitherman  
Its: County Administrator

**APPROVED AS TO FORM**

J. Vaden Hunt  
J. Vaden Hunt, Esq.  
Pittsylvania County Attorney

COMMONWEALTH OF VIRGINIA

COUNTY OF PITTSYLVANIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by David M. Smitherman, in his capacity as County Administrator of Pittsylvania County, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**SVMP, LLC**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the Company.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT "1"

**VIRGINIA BROWNFIELDS RESTORATION AND ECONOMIC  
REDEVELOPMENT ASSISTANCE FUND PROGRAM**

**SITE ASSESSMENT AND PLANNING GRANT**

**PERFORMANCE AGREEMENT**

This **PERFORMANCE AGREEMENT** made and entered this \_\_\_\_ day of November, 2016, by and between the **VIRGINIA ECONOMIC DEVELOPMENT PARTNERSHIP AUTHORITY** ("VEDP"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth") and the **COUNTY OF PITTSYLVANIA, VIRGINIA** (the "Grantee"), a political subdivision of the Commonwealth.

WITNESSETH:

WHEREAS, the Virginia Brownfields Restoration and Economic Redevelopment Assistance Fund (the "VBAF") was established pursuant to § 10.1-1237 of the Code of Virginia of 1950, as amended (the "Virginia Code"), to promote the restoration and redevelopment of brownfield sites in the Commonwealth and to address environmental problems or obstacles to reuse so that such sites can be effectively marketed to new economic development prospects;

WHEREAS, the VBAF is administered by the Virginia Resources Authority ("VRA"), and VEDP directs the distribution of grants from the VBAF;

WHEREAS, VEDP, in consultation with the Virginia Department of Environmental Quality ("DEQ"), has established guidelines for the awarding of Site Assessment and Planning Grants from the VBAF;

WHEREAS, VEDP, in consultation with DEQ, has approved an application submitted by the Grantee to identify, delineate and characterize materials associated with three Areas of Concern ("AOC") identified as Recognized Environmental Conditions and perform related activities (the "Project") at the former Burlington Industries - Klopman Mills site in Hurt, Virginia (the "Site");

WHEREAS, VEDP, in consultation with DEQ and based upon the VBAF priorities, has awarded a Site Assessment and Planning Grant in the amount of \$50,000 (the "Grant") to the Grantee for the Project;

WHEREAS, VEDP and the Grantee desire to set forth their understanding and agreement as to the payout of the Grant, the use of the Grant proceeds, the obligations of the Grantee, and the repayment by the Grantee of all or part of the Grant under certain circumstances; and

WHEREAS, the restoration and redevelopment of brownfield sites and addressing environmental problems or obstacles to reuse constitutes a valid public purpose for the expenditure of public funds and is the animating purpose in making the Grant:

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows.

**Section 1. Definitions**

For the purposes of this Agreement, the following terms shall have the following definitions:

“Investment” means expenditures by or on behalf of the Grantee associated with the Project, including the Grant proceeds and the Local Match.

“Investment Schedule” means the timetable of the Investment.

“Local Match” means the required one-to-one match by the Grantee of the amount of the Grant from public and/or private sources in either cash or documented reasonable and necessary costs associated with the Project.

“Performance Date” means July 1, 2017, which is the date by which the Grantee expects to have completed the Project. If VEDP, in consultation with DEQ, deems that good faith and reasonable efforts have been made and are being made by the Grantee to complete the Project, the Performance Date may be extended by up to 15 months and the date to which the Performance Date has been extended shall be the “Performance Date” for the purposes of this Agreement.

**Section 2. Disbursement of Grant; Use of Grant Proceeds.**

(a) *Disbursement:* The Grant will be paid to the Grantee in one payment of \$50,000. Promptly upon the execution and delivery of this Agreement by the Grantee, VEDP will forward to VRA a copy of this Agreement, together with a direction to disburse \$50,000 to the Grantee.

(b) *Use of Grant Proceeds:* The Grantee will expend the proceeds of the Grant only as permitted by § 10.1-1237 of the Virginia Code and as part of the Investment and on the Investment Schedule, as both are set forth on Exhibit A hereto.

**Section 3. Investment and Investment Schedule.**

(a) *Investment:* The Grantee is expected to make the Investment and to complete the Project on or before the Performance Date. As the Project is undertaken, adjustments to the Investment may be needed. Except for *de minimis* adjustments (adjustments impacting, in the aggregate, less than 10% of the Grant proceeds), adjustments to the Investment require the prior written approval of VEDP and must be reflected on a revised Exhibit A provided to VEDP.

(b) *Investment Schedule:* Investment is expected to be made on the Investment Schedule, but no later than the Performance Date. If adjustments to the Investment Schedule are

needed, such adjustments do not require prior written approval from VEDP, but must be reflected on a revised Exhibit A provided to VEDP.

(c) *Supplemental Grant:* If the Investment proves insufficient to allow the Grantee to complete the Project or other associated work identified through the results of the Project, a supplement grant in an amount of up to 20% of the Site Assessment and Planning Grant may be awarded if that additional amount, plus other identified funds, will be sufficient to allow completion and if monies are available from the VBAF. If such supplemental Site Assessment and Planning Grant is awarded, the Grantee must provide an additional Local Match.

**Section 4. Local Match.**

Evidence provided by the Grantee to VEDP demonstrates that the Grantee will make the Local Match on or before the Performance Date.

**Section 5. Reporting.**

(a) *Grant Report:* The Grantee may provide a written detailed report reasonably satisfactory to VEDP and DEQ indicating that the Grant proceeds have been expended and the Local Match has been made (“Grant Report”) at any time prior to the Performance Date. The Grantee must provide the Grant Report no later than September 1, 2017.

The Grant Report must include:

- (i) a brief summary of the outcome of the Project;
- (ii) whether or not the Site may be effectively marketed to new economic development prospects;
- (iii) any adjustments made to the Investment and Investment Schedule;
- (iv) if the Site was not enrolled in the Virginia Voluntary Remediation Program (“VRP”), certification that Project has met remediation and risk standards of care for reuse of the Site and that the Grantee will maintain all records for facilitating potential future brownfields revitalization of the Site, to demonstrate appropriate care, and to facilitate potential future VRP enrollment if necessary; and
- (v) statement that data collected reflects certification by the Virginia Environmental Laboratory Accreditation Program (“VELAP”).

(b) *Status Report:* The Grantee must provide a written detailed report reasonably satisfactory to VEDP providing an update on the Site including whether the Site was successfully marketed to a new economic development prospect and the Project generated any additional private investment and job creation, at such other time as VEDP and DEQ may require, including after the Performance Date.

(d) *Costs of Reporting:* The cost of reporting will be borne by the Grantee.

**Section 5. Repayment Obligations.**

(a) *If Investment is Less than Expected:* If the Grant Report indicates that the Grantee was able to complete the Project for less than the expected Investment, such that the amount of the Grant proceeds exceeds the Local Match or the Grantee will not need all of the Grant proceeds previously disbursed to the Grantee, the Grantee must repay to VEDP an amount equal to the excess amount or the amount of the Grant proceeds no longer required.

(b) *If Grant Proceeds are Misspent:* If the Grant Report indicates, or any evidence gathered by VEDP reveals, that any Grant proceeds have been expended on anything other than the expected Investment, the Grantee must repay to VEDP the amount so misspent.

(c) *Failure to Complete by Performance Date:* To the extent that the Grant proceeds are not expended by the Performance Date or if the Performance Date is not extended, the unspent proceeds as of the Performance Date must be repaid to VEDP.

(d) *Repayments to Fund:* VEDP will provide written notification to the Grantee if any repayment is due from the Grantee to VEDP under this Agreement. Within 60 days of receiving such notification, the Grantee will make the repayment to VEDP, subject to appropriation. Any repayment received by VEDP will be promptly transferred by VEDP to the VRA for redeposit to the Fund.

**Section 6. Notices.**

Formal notices and communications among the Parties shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service that provides a receipt showing date and time of delivery, (iii) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery or (iv) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed as noted below. Notices and communications personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices and communications mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices and communications delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices and communications shall be addressed to:

if to the Grantee, to:

County of Pittsylvania, Virginia  
1 Center Street  
Chatham, Virginia 24531  
Facsimile: \_\_\_\_\_  
Email: matthew.rowe@pittgov.org

with a copy to:

Samet Corporation  
309 Gallimore Dairy Road  
Suite 102  
Greensboro, North Carolina 27409  
Facsimile: \_\_\_\_\_

Attention: Matthew D. Rowe, Director of  
Economic Development

Email: bhall@sametcorp.com  
Attention: Brian Hall, Project Manager

if to VEDP, to:

with a copy to:

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: dgundersen@yesvirginia.org  
Attention: Interim President & CEO and COO

Virginia Economic Development Partnership  
One James Center, Suite 900  
901 East Cary Street  
Post Office Box 798 (zip: 23218-0798)  
Richmond, Virginia 23219  
Facsimile: 804.545.5611  
Email: smcninch@yesvirginia.org  
Attention: General Counsel

**Section 7. Miscellaneous.**

(a) *Entire Agreement; Amendments:* This Agreement constitutes the entire agreement between the parties hereto as to the Grant, and may not be amended or modified, except in writing, signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Grantee may not assign its rights and obligations under this Agreement without the prior written consent of VEDP.

(b) *Governing Law; Venue:* This Agreement is made, and is intended to be performed, in the Commonwealth and shall be construed and enforced by the laws of the Commonwealth. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the City of Richmond, and such litigation shall be brought only in such court. In the event this Agreement is subject to litigation, each party shall be responsible for its own attorney's fees.

(c) *Counterparts:* This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

(d) *Severability:* If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

**VIRGINIA ECONOMIC  
DEVELOPMENT PARTNERSHIP  
AUTHORITY**

By \_\_\_\_\_  
Name: Daniel C. Gundersen  
Title: Interim President & CEO and COO  
Date: \_\_\_\_\_, 2016

**COUNTY OF PITTSYLVANIA,  
VIRGINIA**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016

SEEN AND ACKNOWLEDGED:

**VIRGINIA RESOURCES AUTHORITY**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016

**VIRGINIA DEPARTMENT OF  
ENVIRONMENTAL QUALITY**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2016

Exhibit A: Investment and Investment Schedule

**EXHIBIT A**

**INVESTMENT  
INVESTMENT SCHEDULE**

**INVESTMENT**

Cost Item	Amount
AOC 1: Tris Drum Site Investigation	\$40,300
AOC 2: Drum & Debris Area Investigation	14,000
AOC 3: Boiler Ash & Slag Area Investigation	11,500
On Site Labor	18,500
Equipment	23,400
Materials	17,850
Project Management	8,950
Total	\$134,500

**INVESTMENT SCHEDULE**

Date	Amount
Total	\$134,500

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b>	<b><u>AGENDA DATE:</u></b>	<b><u>ITEM NUMBER:</u></b>
Byrne/JAG – Policing in the 21 <sup>st</sup> Century – Heroes and Kids	01-17-2017	12
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>	<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>
Acceptance of Grant Award & Appropriation of Grant Funds	Yes	
<b><u>STAFF CONTACT(S):</u></b>	<b><u>CONSENT AGENDA:</u></b>	<b><u>INFORMATION:</u></b>
Mr. Smitherman, Sheriff Taylor, Ms. Mills	<b><u>ACTION:</u></b>	
	<b><u>ATTACHMENTS:</u></b>	
	Yes	
	<b><u>REVIEWED BY:</u></b>	

**BACKGROUND:**

The county submitted a grant application to the Department of Criminal Justice Services for funding consideration in November 2016 for the 21<sup>st</sup> Century Policing Grant Program – Heroes & Kids. The purpose of this grant is for the Pittsylvania County Sheriff’s Department, the Danville Police Department, and the Danville Sheriff’s Office to partner with the Danville Church-Based Tutorial Program, the Boys and Girls Clubs of the Danville Area, and the Danville Family YMCA to positively impact the lives of more than 600 youth ages 6 - 17. Through this multi-jurisdictional (City of Danville and Pittsylvania County) partnership, police and sheriff deputies will provide social, emotional and academic support through one-to-one and small group mentoring, while at the same time promoting respectful relationships.

**DISCUSSION:**

The County received notification from the Department of Criminal Justice Services that the Byrne/JAG – Policing in the 21st Century - Heroes and Kids grant program has been approved in the amount of \$36,000 in Federal Funds and \$4,000 in Matching Funds for a total award of \$40,000.

The grant will be used for personnel, consultants, equipment, and supplies for the Sheriff’s Department. The Matching Funds will come from the Sheriff’s Department current budget.

The grant is for a twelve-month period beginning January 1, 2017 and ending December 31, 2017. A representative from the Sheriff’s Department will attend the meeting to answer any questions.

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors accept the grant award and appropriate \$36,000 to the 21st Century Policing Grant – Heroes & Kids for FY 2017. *Requires a Roll Call Vote.*



# COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker  
Director

December 26, 2016

1100 Bank Street  
Richmond, Virginia 23219  
(804) 786-4000  
TDD (804) 786-8732

Mr. Clarence C. Monday  
County Administrator  
Pittsylvania County  
P. O. Box 426  
Chatham, VA 24531-0426

**Title: Byrne/JAG - Policing in the 21st Century - Heroes and Kids**

Dear Mr. Monday:

I am pleased to advise you that grant number **17-A6082AD13** for the above-referenced grant program has been approved in the amount of \$36,000 in Federal Funds and \$4,000 in Matching Funds for a total award of \$40,000.

Enclosed you will find a Statement of Grant Award and a Statement of Grant Award Special Conditions. To indicate your acceptance of the award and conditions, please sign the award acceptance and return it to Janice Waddy, Grants Administrator, at the Department of Criminal Justice Services (DCJS). Please review the conditions carefully; as some require action on your part before we will disburse grant funds.

Also, enclosed are the Post Award Instructions and Reporting Requirements. Please refer to and read this information carefully as it contains details on processing financial and progress reports, as well as requesting awarded funds. ***Remember all financial and progress reports, budget amendment requests and request for funds must be processed through our online Grants Management Information System (GMIS).***

We appreciate your interest in this grant program and will be happy to assist you in any way we can to assure your project's success. If you have any questions, please call Shellie Evers at (804) 678-8993.

Sincerely,

Francine C. Ecker  
Director

Enclosures

cc: The Hon. Michael W. Taylor, Sheriff  
Ms. Linda R. Mills, Grants Administrator  
Ms. Shellie Evers, DCJS Monitor

Criminal Justice Services Board • Committee on Training • Advisory Committee on Juvenile Justice and Prevention  
Advisory Committee to the Court Appointed Special Advocate and Children's Justice Act Programs  
Advisory Committee on Sexual and Domestic Violence • Private Security Services Advisory Board

[www.dcjs.virginia.gov](http://www.dcjs.virginia.gov)

## Department of Criminal Justice Services

1100 Bank Street, 12th Floor, Richmond, VA 23219

### Statement of Grant Award/Acceptance

<b>Subgrantee:</b> Pittsylvania County		<b>Date:</b> December 26, 2016	
<b>Grant Period:</b>		<b>Grant Number:</b>	
<b>From:</b> 01/01/2017	<b>Through:</b> 12/31/2017	17-A6082AD13	

Project Director	Project Administrator	Finance Officer
The Hon. Michael W. Taylor Sheriff Pittsylvania County P. O. Box 407 Chatham, VA 24531  Phone: (434) 432-7800 Email: Mike.taylor@pittgov.org	Mr. Clarence C. Monday County Administrator Pittsylvania County P. O. Box 426 Chatham, VA 24531-0426  Phone: (434) 432-7710 Email: Clarence.Monday@pittgov.org	Ms. Linda R. Mills Grants Administrator Pittsylvania County P. O. Box 426 Chatham, VA 24531-0426  Phone: (434) 432-7716 Email: Linda.mills@pittgov.org

### Grant Award Budget

Budget Categories	DCJS Funds			Local	TOTALS
	Federal	General	Special		
Travel	\$0	\$0	\$0	\$0	\$0
Supplies/Other	\$0	\$0	\$0	\$0	\$0
Personnel	\$0	\$0	\$0	\$0	\$0
Indirect Cost	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Consultant	\$0	\$0	\$0	\$0	\$0
<b>Totals</b>	\$36,000	\$0	\$0	\$4,000	\$40,000

This grant is subject to all rules, regulations, and criteria included in the grant guidelines and the special conditions attached thereto.

  
 Francine C. Ecker, Director

The undersigned, having received the Statement of Grant Award/Acceptance and the Conditions attached thereto, does hereby accept this grant and agree to the conditions pertaining thereto, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

# STATEMENT OF GRANT AWARD SPECIAL CONDITIONS

Department of Criminal Justice Services  
1100 Bank Street, 12<sup>th</sup> Floor  
Richmond, Virginia 23219

**Byrne Justice Assistance Grant Program**  
Federal Catalog Number: 16.738

**Subgrantee: Pittsylvania**

**Grant Number: 17-A6082AD13**

**Title: Policing in the 21st Century – Heroes  
and Kids**

**Date: December 26, 2016**

The following conditions are attached to and made a part of this grant award:

1. Where the Statement of Grant Award reflects a required match contribution by the grant recipient, the recipient agrees, by accepting the award, to provide the match as shown in non-federal match.
2. By signing the Statement of Grant Award/Acceptance, the grant recipient agrees:
  - to use the grant funds to carry out the activities described in the grant application, as modified by the terms and conditions attached to this award or by subsequent amendments approved by DCJS;
  - to adhere to the approved budget contained in this award and amendments made to it in accord with these terms and conditions;
  - and to comply with all terms, conditions and assurances either attached to this award or submitted with the grant application.
3. By accepting this grant, the recipient assures that funds made available through it will not be used to replace state or local funds that would, in the absence of this grant, be made available for the same purposes.
4. Within 60 days of the starting date of the grant, the subgrantee must initiate the project funded. If not, the subgrantee must report to the DCJS, by letter, the steps taken to initiate the project, the reasons for the delay, and the expected starting date. If the project is not operational within 90 days of the start date, the subgrantee must obtain approval in writing from the DCJS for a new implementation date or the DCJS may cancel and terminate the project and redistribute the funds.
5. The subgrantee agrees to submit such reports as requested by DCJS on forms provided by DCJS. Funds from this grant will not be disbursed, if any of the required Financial or Progress reports are overdue by more than 30 days unless you can show good cause for missing the reporting deadline.
6. Grant funds are usually disbursed quarterly. Grant state and local match funds are expended and/or obligated during the grant period. All legal obligations must be liquidated no later than 90 days after the end of the grant period. All requests for reimbursement must be completed within 90 days after the end of the grant. The grant recipient agrees to submit to the DCJS a final grant financial report and return all unexpended grant funds that were received within 90-days after the end of the grant.
7. **Budget Amendment Requests must be submitted through GMIS by the Project Director, Program Administrator, or Finance Officer. This Budget Amendment form must be accompanied with a narrative. No more than two such amendments will be permitted during the grant period. The deadline for all budget amendments to be submitted will be 45 days prior to the end of the grant year.**
8. Acceptance of this grant award by the local government applicant constitutes its agreement that it assumes full responsibility for the management of all aspects of the grant and the activities funded by the grant, including assuring proper fiscal management of and accounting for grant funds; assuring that personnel paid with grant funds are hired, supervised and evaluated in accord with the local government's established employment and personnel policies; and

- assuring that all terms, conditions and assurances—those submitted with the grant application, and those issued with this award—are complied with.
- a. By signing the Statement of Grant Award/Acceptance, the grantee agrees to comply with all terms, conditions, certifications and assurances that are attached to and made part of this grant award.
  - b. The Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (2 pages) can be downloaded from the DCJS website at <http://www.dcjs.virginia.gov/forms/grants/usdoj.doc>.
  - c. The General Grant Conditions and Assurances, Attachment A (5 pages) can be downloaded at <http://www.dcjs.virginia.gov/forms/grants/attachmentA.doc>.
9. Any delegation of responsibility for carrying out grant-funded activities to an office or department not a part of the local government must be pursuant to a written memorandum of understanding by which the implementing office or department agrees to comply with all applicable grant terms, conditions and assurances. Any such delegation notwithstanding, the applicant acknowledges by its acceptance of the award its ultimate responsibility for compliance with all terms, conditions and assurances of the grant award.
10. The grantee agrees to comply with the Virginia Public Procurement Act <http://eva.virginia.gov/pages/eva-vppa.htm>. Procurement transactions, whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. An exemption to this regulation requires the prior approval of the DCJS and is only given in unusual circumstances. Any request for exemption must be submitted in writing to the DCJS. Permission to make sole source procurements must be obtained from DCJS in advance.
11. The grantee may follow their own established travel rates if they have an established travel policy. If a grantee does not have an established policy, then they must adhere to state travel policy. The state allows reimbursement for actual reasonable expenses. For future reference please refer to the following IRS website for the most current mileage rate: <http://www.irs.gov/taxpros/article/0,,id=156624,00.html>: Transportation costs for air and rail must be at coach rates.
12. Project Income: Any funds generated as a direct result of DCJS grant-funded projects are deemed project income. Project income must be reported on the Subgrantee Financial Report for Project Income provided by DCJS. Instructions for the Project Income form can be downloaded at: <http://www.dcjs.virginia.gov/forms/grants/subgrantProjectIncomeInstructions.doc>. The Project Income form can also be downloaded from the DCJS website at: <http://www.dcjs.virginia.gov/forms/grants/subgrantProjectIncome.xls>. Examples of project income might include service fees; client fees; usage or rental fees; sales of materials; income received from sale of seized and forfeited assets (cash, personal or real property included).
13. The grantee agrees to comply with all federal and state confidentiality requirements. All grantees receiving funds to conduct research or statistical activities that involve collecting data identifiable to a private person should submit a Privacy Certificate, when required, in accordance with the requirements of 28 CFR Part 22. This requirement can be downloaded at: <http://www.ecfr.gov/cgi-bin/text-idx?SID=484ad202fefda843f58e860eebaa85b&node=28:1.0.1.1.23&rgn=div5#28:1.0.1.1.23.0.4.6>.
14. The grantee agrees to comply with the Department of Justice's requirements of 28CFR part 46 – Protection of Human Subjects. These federal requirements can be downloaded at: <http://www.ecfr.gov/cgi-bin/text-idx?SID=484ad202fefda5843f53e860eebaa85b&node=28:2.0.1.1.4&rgn=div5>.
15. The recipient agrees to assist the Department of Justice in complying with the National Environmental Policy Act (NEPA), and other related federal environmental impact analyses requirements in the use of these grant funds. Accordingly, prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Recipient understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the recipient, subrecipient, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
- a. New construction;
  - b. Minor renovation or remodeling of a property either (i) listed on or eligible for listing on the National Register of Historic Places or (ii) located within a 100-year flood plain;
  - c. A renovation, lease, or any other proposed use of a building or facility that will either (i) result in a change in its basic prior use or (ii) significantly change its size; and

- d. Implementation of a new program involving the use of chemicals other than chemicals that are (i) purchased as an incidental component of a funded activity and (ii) traditionally used, for example, in office, household, recreational, or education environments.
16. The subgrantee agrees that it and all its contractors will comply with the following federal civil rights laws as applicable:
- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
  - The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. § 3789d(c)(1)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
  - Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
  - Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;
  - Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities (20 U.S.C. § 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54;
  - The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I; and
  - The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding for inherently religious activities (28 C.F.R. Part 38).
  - The Juvenile Justice and Delinquency Prevention Act of 1974, as amended, which prohibits discrimination in both employment and the delivery of services or benefits based on race, color, national origin, religion, and sex in JJDPA-funded programs or activities (42 U.S.C. § 5672(b)).
  - Section 1407 of the Victims of Crime Act (VOCA), as amended, which prohibits discrimination in both employment and the delivery of services or benefits on the basis of race, color, national origin, religion, sex, and disability in VOCA-funded programs or activities. (42 U.S.C. § 10604).
  - The grantee agrees to meet the civil rights training requirements through viewing the online training modules offered through the Office on Civil Rights at <http://ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The grantee must review these training modules at least once per grant cycle and must view the civil rights overview, standard assurances modules, and the module on the obligations to provide services to limited English proficient (LEP) individuals.
17. The subgrantee agrees that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
18. **Scheduled Audit** - The grantee agrees to forward a copy of the scheduled audit of this grant award. Please forward to DCJS – Attention: FINANCE.
19. **Prior to DCJS disbursing funds, the Grantee must comply with the following special conditions:**
- a) Revise and resubmit an itemized budget and budget narrative to reflect the award amount of \$36,000 federal and \$4,000 match for a total award of \$40,000
  - b) Submit DCJS' Project Goals and Objectives Form by February 15, 2017.



# COMMONWEALTH of VIRGINIA

Department of Criminal Justice Services

Francine C. Ecker  
Director

1100 Bank Street  
Richmond, Virginia 23219  
(804) 786-4000  
TDD (804) 786-8732

## NOTICE

To: Grants Project Administrator  
From: Janice Waddy, DCJS Grants Administrator  
Re: Post Award Instructions and Reporting Requirements  
**PLEASE READ VERY CAREFULLY.**

- GRANT AWARD AND SPECIAL CONDITIONS:**  
Please review your Award and Special Conditions very carefully. *Pay attention to the last Special Condition listed. This Special Condition may require additional documentation from you before grant funds can be released.* Sign and date the grant award acceptance and submit any Special Condition documentation to:

Grants Administration  
Department of Criminal Justice Services  
1100 Bank Street, 12<sup>th</sup> Floor  
Richmond, Virginia 23219

- REPORTING REQUIREMENTS**  
By accepting the accompanying grant award, you are agreeing to submit on-line quarterly progress and financial reports for this grant throughout the grant period, as well as final reports to close the grant. **No eligible current recipient of funding will be considered for continuation funding if, as of the continuation application due date, any of the required Financial and Progress reports for the current grant are more than thirty (30) days overdue.** For good cause, submitted in writing by the grant recipient, DCJS may waive this provision.

Financial reports and *progress reports\** are due no later than the close of business on the 12<sup>th</sup> working day after the end of the quarter (*\*except Pre- and Post-Incarceration Services reports which are due by the last working day of the end of the following month*). Also, *V-STOP progress reports are submitted on a semi-annual schedule 12<sup>th</sup> working day after 6/30 and 12/31 quarters.*) Reports are required even if no expenditures have occurred during the quarter. **Requests for Funds will not be honored from grant recipients who do not fulfill this reporting obligation.** A schedule of due dates is also attached for your reference.

Criminal Justice Services Board • Committee on Training • Advisory Committee on Juvenile Justice and Prevention  
Advisory Committee to the Court Appointed Special Advocate and Children's Justice Act Programs  
Advisory Committee on Sexual and Domestic Violence • Private Security Services Advisory Board

[www.dcjs.virginia.gov](http://www.dcjs.virginia.gov)

□ **PROGRESS REPORTS**

Refer to our website: <http://www.dcjs.virginia.gov/> for submitting progress reports through the online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Statement of Grant Award/Acceptance. ***Paper copies of progress reports are no longer accepted. You are required to use the online system to submit your progress reports.***

□ **FINANCIAL REPORTS**

Refer to our website for submitting financial reports through the online Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Statement of Grant Award/Acceptance. ***Paper copies of financial reports are no longer accepted. You are required to use the online system in reporting your expenditures.*** The address is: <http://www.dcjs.virginia.gov/grantsAdministration/gmis/index.cfm?menuLevel=4>

□ **REQUESTING GRANT FUNDS**

Refer to our website for requesting funds through the Grants Management Information System (GMIS). In order to use this web-based system, if you have not previously done so, you must obtain a user name and password set up by your Finance Officer, whose name and contact information is listed on the attached Statement of Grant Award/Acceptance.  
\*Please note, you can access this system using the same password assigned for the online financial reporting system. ***Paper copies of request for funds are no longer accepted. You are required to use the online system for requesting funds.***

□ **BUDGET AMENDMENTS**

Budgets can be amended in most DCJS grant programs with prior approval. Please review your special conditions carefully to determine the requirements and procedures for amending budgets. Refer to our website for the online Grants Management Information System.

\*Please note again that you can access this system using the same password assigned for the online financial reporting system.

***Paper copies of budget amendments are no longer accepted. You are required to use the online system for submitting budget amendments.***

If you have any questions, please contact Virginia Sneed at (804) 786-5491 or by e-mail at [virginia.sneed@dcjs.virginia.gov](mailto:virginia.sneed@dcjs.virginia.gov).

**PROJECTED DUE DATES  
FINANCIAL & PROGRESS REPORTS**

*Reports are due by the 12th working day following the close of the quarter covered in the report.*

*Financial reports are required even if no expenditures have occurred.*

<i>QUARTER ENDING</i>	<i>DUE DATE</i>
9/30/2016	10/19/2016
12/31/2016	1/20/2017
3/31/2017	4/18/2017
6/30/2017	7/19/2017
9/30/2017	10/18/2017
12/31/2017	1/19/2018

Please contact the appropriate DCJS staff person if you need assistance with the following:

- Financial Reports and Request for Funds – DCJS Fiscal Services Manager, Bill Dodd, at 804/371-0638 or [bill.dodd@dcjs.virginia.gov](mailto:bill.dodd@dcjs.virginia.gov)
- GMIS – Complete and send an email to [grantsweb@dcjs.virginia.gov](mailto:grantsweb@dcjs.virginia.gov) citing the error message received, to request assistance from the GMIS IT Specialist, DeAndrea Williams.
- Progress Reports and Other Requests – your assigned DCJS Grant Program Monitor.

general programs 6/15

# APPOINTMENTS

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Pittsylvania County Service Authority Commission</p>	<p><b><u>AGENDA DATE:</u></b> 01-17-2017</p>	<p><b><u>ITEM NUMBER:</u></b> 13</p>
<p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>  Board Re-Appointment</p>	<p><b><u>ACTION:</u></b> Yes</p>	<p><b><u>INFORMATION:</u></b></p>
<p><b><u>STAFF CONTACT(S):</u></b> Mr. Smitherman</p>	<p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p>	<p><b><u>INFORMATION:</u></b></p>
	<p><b><u>ATTACHMENTS:</u></b> No</p>	
	<p><b><u>REVIEWED BY:</u></b></p>	

**BACKGROUND:**

The Pittsylvania County Board of Supervisors makes appointments to the Pittsylvania County Service Authority Commission to serve four (4) year terms per appointment.

**DISCUSSION:**

Mr. Bobby Gene Atkinson of the Dan River District is eligible for re-appointment to the Pittsylvania County Service Authority Commission. The re-appointment term will be for four (4) years, beginning 01-09-2017 ending 01-08-2021

The Honorable Joe B. Davis has recommended the re-appointment of Mr. Atkinson as the Dan River District representative to the Pittsylvania County Service Authority Commission.

**RECOMMENDATION:**

Staff submits this to the Board of Supervisors for their review and consideration.

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Dan River Alcohol Safety Action Program-</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Reappointment to Dan River ASAP</p> <p><b><u>STAFF CONTACT(S):</u></b> Mr. Smitherman</p>	<table border="0"> <tr> <td data-bbox="844 388 1153 472"><b><u>AGENDA DATE:</u></b> 01-17-2017</td> <td data-bbox="1242 399 1494 483"><b><u>ITEM NUMBER:</u></b> 14</td> </tr> <tr> <td data-bbox="844 504 1153 588"><b><u>ACTION:</u></b> Yes</td> <td data-bbox="1242 514 1494 598"><b><u>INFORMATION:</u></b></td> </tr> <tr> <td data-bbox="844 619 1153 703"><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></td> <td data-bbox="1242 661 1494 745"><b><u>INFORMATION:</u></b></td> </tr> <tr> <td data-bbox="844 724 1153 808"><b><u>ATTACHMENTS:</u></b> Yes</td> <td></td> </tr> <tr> <td data-bbox="844 829 1153 913"><b><u>REVIEWED BY:</u></b></td> <td></td> </tr> </table>	<b><u>AGENDA DATE:</u></b> 01-17-2017	<b><u>ITEM NUMBER:</u></b> 14	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>	<b><u>ATTACHMENTS:</u></b> Yes		<b><u>REVIEWED BY:</u></b>	
<b><u>AGENDA DATE:</u></b> 01-17-2017	<b><u>ITEM NUMBER:</u></b> 14										
<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>										
<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>										
<b><u>ATTACHMENTS:</u></b> Yes											
<b><u>REVIEWED BY:</u></b>											

**BACKGROUND:**

The Counties of Pittsylvania, Franklin, Henry, and Patrick, and the Cities of Danville and Martinsville participate with the Dan River Alcohol Safety Action Program (ASAP), who provides services to the courts of these localities, and develops programming and alcohol service delivery mechanisms that will primarily serve to substantially reduce the number of highway hazards and accidents from the consumption of alcohol and drugs.

**DISCUSSION:**

Attached hereto you will find a letter from Tammy Goad, Executive Director for the Dan River ASAP, asking the Board of Supervisors to consider re-appointing Glenda H. Motley to ASAP for a 3-year term that will begin on March 22, 2017 and end on March 21, 2020.

**RECOMMENDATION:**

Staff submits this to the Board of Supervisors for their review, consideration and approval.

DAN RIVER ASAP (Alcohol Safety Action Program)  
135 East Market Street  
Martinsville, VA 24112  
276-632-6303 phone 276-632-6304 fax

January 12, 2017

Pittsylvania County Board of Supervisors  
Rebecca Flippen, Deputy Clerk

RE: Appointment to Dan River ASAP Policy Board

Dear Ms. Flippen:

I would appreciate you bringing this to the attention of the County Board of Supervisors members at their next meeting for the purpose of re-appointing Glenda H. Motley as representative from the County of Pittsylvania.

The term will expire on March 21, 2017.

Your cooperation and prompt attention to this matter will be greatly appreciated.

Sincerely,

Tammy Goad,  
Executive Director

Cc: Glenda H. Motley

# DAN RIVER ALCOHOL SAFETY ACTION PROGRAM

## DESCRIPTION

**Meeting Date/Time/Location:** Meets each Quarter (September, December, March, and June) held at 6:00 p.m. at the Dutch Inn in Collinsville, Virginia. The meeting day is chosen by the board members.

**Term:** 3 years

**Composition:** Two (2) members appointed by Council to serve a three (3) year term. Ex-Officio member of the Board shall be the Dan River ASAP Director. The Board may select additional members from among professional groups such as law enforcement, educational, medical and/or civic groups concerned with highway safety.

**Function/Duties:** Develops and implements the operational and personnel policies of the Dan River ASAP in keeping with the needs of the Courts as they relate to the drinking driver problem. This program provides services to the Courts of Franklin County, Henry County, Patrick County, Pittsylvania County, City of Danville, and City of Martinsville. This program also employs a Director who develops and submits the annual budget. Created under §18.2271.1 of the Code of Virginia, 1962, as amended.

# **REPORTS FROM BOARD MEMBERS**

# **REPORTS FROM LEGAL COUNSEL**

**REPORTS FROM  
COUNTY  
ADMINISTRATOR**

# **CLOSED SESSION**

# ADJOURNMENT