

*Public Display*

**BOARD PACKET**  
**BOARD OF SUPERVISORS**  
**REGULAR MEETING**  
**JULY 19, 2016**





**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
REGULAR MEETING  
TUESDAY, JULY 19, 2016  
GENERAL DISTRICT COURTROOM  
11 BANKS STREET, CHATHAM, VA 24531**

**AGENDA**

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

---

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

**APPROVAL OF AGENDA**

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

---

**HEARING OF CITIZENS**

---

---

---

---

---

---

---

---

---

---

**CONSENT AGENDA**

6. (a) Minutes: June 6, 2016 – BOS Regular Meeting – *Pages 10-18*  
June 21, 2016 – BOS Adjourned Meeting – *Pages 19-26*
- (b) Bill List – June 2016 (*Online*)

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



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

9. Regional Industrial Facilities Authority (RIFA) – Support Agreement & Resolution  
– Pages 38-59

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

Roll Call Vote

Y N A Comments: \_\_\_\_\_  
Barber \_\_\_\_\_  
Hagerman \_\_\_\_\_  
Blackstock \_\_\_\_\_  
Scearce \_\_\_\_\_  
Davis \_\_\_\_\_  
Warren \_\_\_\_\_  
Barksdale \_\_\_\_\_

(Roll Call Vote Y or N)

10. Virginia Retirement System (VRS) Hazardous Duty Resolution – Pages 60-73

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

Roll Call Vote

Y N A Comments: \_\_\_\_\_  
Barber \_\_\_\_\_  
Hagerman \_\_\_\_\_  
Blackstock \_\_\_\_\_  
Scearce \_\_\_\_\_  
Davis \_\_\_\_\_  
Warren \_\_\_\_\_  
Barksdale \_\_\_\_\_

(Roll Call Vote Y or N)

11. Health Insurance Renewal – Pages 75-77

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

Roll Call Vote

Y N A Comments: \_\_\_\_\_  
Barber \_\_\_\_\_  
Hagerman \_\_\_\_\_  
Blackstock \_\_\_\_\_  
Scearce \_\_\_\_\_  
Davis \_\_\_\_\_  
Warren \_\_\_\_\_  
Barksdale \_\_\_\_\_

(Roll Call Vote Y or N)

12. Animal Shelter Project – Page 78

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

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

**APPOINTMENTS**

13. Upcoming term appointments – *Pages 80-81*

(a) Danville Community College Board of Trustees: Pittsylvania County Representative

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

(b) Pittsylvania County Public Library Board of Trustees: Westover District Representative

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

(c) Pittsylvania County Board of Assessors – Callands, Staunton River, and Westover Districts

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

(d) Proposed Danville/Pittsylvania Count Tourism Advisory Board

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

**BOARD ANNOUNCEMENTS**

**REPORTS FROM LEGAL COUNSEL**

**REPORTS FROM COUNTY ADMINISTRATOR**

- 1. Buildings/Grounds June 2016 Reports: *Pages: 85-86*
- 2. Animal Control June 2016 Reports: *Pages:87-88*
- 3. Code Compliance June 2016 Report: *Page: 89*

**ADJOURNMENT**

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

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

**TO BE ADDED**

# HEARING OF CITIZENS

# **CONSENT AGENDA**

**Pittsylvania County Board of Supervisors  
Monday, June 6, 2016  
Regular Meeting**

**VIRGINIA:** The Regular Meeting of the Pittsylvania County Board of Supervisors was held on Monday, June 6, 2016 in the General District Courtroom of the Edwin R. Shields Addition in Chatham, Virginia. Jessie L. Barksdale, Chair, called the meeting to order at 7:00 p.m. The following members were present:

Jessie L. Barksdale	Banister District
Elton W. Blackstock	Staunton River District
Tim Barber	Tunstall District
Ronald S. Scearce	Westover District
Jerry A. Hagerman	Callands-Gretna District
Robert W. Warren	Chatham-Blairs District
Joe B. Davis	Dan River District

Mr. Clarence C. Monday, County Administrator, Mr. J. Vaden Hunt, County Attorney, Ms. Kim Van Der Hyde, Director of Finance, Mr. Mark Moore, Director of Parks & Recreation, Ms. Katie Millner, CSA Coordinator, Honorable Mike Taylor, Sheriff, and Ms. Rebecca Flippen, Deputy Clerk to the Board were also present.

Mr. Barksdale led the Moment of Silence, and then the Pledge of Allegiance.

**Approval of Agenda**

There were no additions of items made to the agenda, but Mr. Blackstock asked that consideration by the Board for Item 13 b, Appropriation of Federal Restricted Seizure Funds, wait until after the Closed Session was held.

Motion was made by Mr. Davis, seconded by Mr. Barber, to approve the agenda with Mr. Blackstock's request of moving Item 13(b) until after the closed session was held, which was unanimously approved by the Board.

**Hearing of the Citizens**

Richard Shumate of the Westover District offered a word of prayer, and commented he felt that the new budget held a tax increase that needed to be lowered.

James Dehart of the Westover District commented that the County soliciting funds from the Dan River Regional Foundation to help pay for the vendor hired to facilitate the search for a new county administrator made it appear that outside entities have influence on who is hired for the position. Mr. Dehart also questioned why the newly adopted budget appropriated \$100,000 to Pittsylvania County Community Services.

No one else signed up to speak.

**Consent Agenda**

Motion was made by Mr. Barber, seconded by Mr. Warren to approve the Consent Agenda, which was approved by the Board of Supervisors.

- (a) Minutes: May 2, 2016 – BOS Regular Meeting  
May 17, 2016 – BOS Adjourned Meeting

- (b) Bill List – May 2016 (*Online*)  
(c) Proclamation – Alzheimer’s Awareness Month; June 2016  
Mr. Barber’s motion was unanimously approved by the Board.

**Pittsylvania County Board of Supervisors**  
**ALZHEIMER’S AWARENESS MONTH**  
**JUNE 2016**

**Whereas,** Alzheimer’s disease is an irreversible and progressive brain disease that slowly erodes precious memories, thinking skills, and the ability to perform simple tasks; and

**Whereas,** every 66 seconds, someone develops Alzheimer’s, and by 2050 someone will develop the disease every 33 seconds; and

**Whereas,** worldwide, nearly 44 million people have Alzheimer’s or related dementia; and

**Whereas,** in the United States, there are 5.3 million people living with Alzheimer’s disease and unless a cure is found it is estimated that as many as 16 million will have the disease by 2050; and

**Whereas,** nearly two-thirds of those with Alzheimer’s disease are women; and

**Whereas,** Alzheimer’s is the 6<sup>th</sup> leading cause of death in the United States; and

**Whereas,** the Alzheimer’s Association is the world’s leading voluntary health organization in Alzheimer’s care, support and research, with the vision of a world without Alzheimer’s disease; and

**Whereas,** The Longest Day on June 20<sup>th</sup>, a sunrise-to-sunset event symbolizing the challenging journey of those living with the disease and their caregivers, offers everyone the opportunity to get involved in the fight; and

**Whereas,** as Pittsylvania County offers its support to those living with Alzheimer’s disease, we also recognize those who care and provide for them, sharing their loved one’s emotional, physical and financial strains. We honor their compassion, remember those we have lost, and press toward the next great scientific breakthrough; then

**THEREFORE, BE IT PROCLAIMED** by the Pittsylvania County Board of Supervisors that the month of **June 2016** is designated as **Alzheimer’s Awareness Month**, and calls upon its citizens to learn more about Alzheimer’s disease and to support the individuals living with this disease and their caregivers by supporting The Longest Day® on June 20<sup>th</sup>, 2016; and

**BE IT FURTHER PROCLAIMED** that a copy of this Proclamation be forwarded to local media sources.

**PUBLIC HEARINGS**

**The Virginia Department of Transportation and the Board of Supervisors of Pittsylvania County, in accordance with Section 33.2-331 of the Code of Virginia, will conduct a joint public hearing in the General District Courtroom of the Edwin R. Shields Courthouse Addition located in Chatham, Virginia at 7:00pm on Monday, June 6, 2016. The purpose of this public hearing is to receive public comment on the proposed Secondary Six-Year Plan for Fiscal Years**

**2016/17 through 2021/22 and the Secondary System Construction and Budget for Fiscal Year 2017 in Pittsylvania County.**

Mr. Barksdale opened the public hearing at 7:21pm. Joseph Craddock, Assistant Residency Maintenance Manager and Area Land Use Engineer for Halifax and Pittsylvania Counties, VDOT, and Nishant Patel from VDOT's Core Development Program, presented the proposed Secondary Six-Year Plan for Fiscal Years 2016/17 through 2021/22 and the Secondary System Construction and Budget for Fiscal Year 2017 in Pittsylvania County that comprised improvements to portions of the following roads: Mercury Road/SR 755; Cooksburg Road/SR 644; Straightstone Road/SR 761; Jacobs Road/SR 637; Rigney Circle/SR 800; Thompsons Road/SR 845; Turkeycock Mountain Road/SR 817; Abbot Place/SR 706; Mac Road/SR 707; Lester Road/SR 713; Hickey Road/SR 927; Rodgers Road/SR 1070; Farmers Road/SR 618; Bailless Drive/SR 738; Church Lane/SR 1062; Brights Road/SR 609; Robertson Road/SR 607; Happy Lane/SR 995; Stone Road/SR 698; Toshes Road/SR 605; Cox's Store Road/SR 707; Gandy Road/SR 687; and Ed Hardy Road/SR 821. No one signed up to speak and Mr. Barksdale closed the hearing at 7:25pm.

Motion was made by Mr. Blackstock, seconded by Mr. Hagerman, to approve the proposed Secondary Six-Year Plan for Fiscal Years 2016/17 through 2021/22 and the Secondary System Construction and Budget for Fiscal Year 2017 in Pittsylvania County as presented and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

**The Board of Supervisors of Pittsylvania County, Virginia, will hold a public hearing on Monday, June 6, 2016, at 7:00 p. m., in the General District Courtroom, located on the second floor of the Edwin R. Shields Courthouse Addition in Chatham, Virginia, to receive citizen input on the proposed amendment to Chapter 43 (Statement of Economic Interest) of the Pittsylvania County Code.**

Mr. Barksdale opened the public hearing at 7:26pm. Mr. Monday and Mr. Hunt explained that after a Legislative Committee held on April 21, 2016, the committee recommended to the Board of Supervisors proposed revisions to Chapter 43 of the Pittsylvania County Code (Disclosure Statements) that would have the County's ordinance mirror requirements in accordance with the Virginia State and Local Governments Conflicts of Interest Act. It was noted by Mr. Monday and Mr. Hunt the public hearing had been duly advertised. No one signed up to speak and Mr. Barksdale closed the hearing at 7:27pm. Motion was made by Mr. Barber, seconded by Mr. Warren, to approve the proposed revision to Chapter 43 of the Pittsylvania Code as advertised and presented, and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Barber's motion was unanimously approved by the Board.

**The Board of Supervisors of Pittsylvania County, Virginia, will hold a public hearing on Monday, June 6, 2016, at 7:00 p. m., in the General District Courtroom, located on the second floor of the Edwin R. Shields Courthouse Addition in Chatham, Virginia, to receive citizen input on the proposed amendment to the Board of Supervisors' Bylaws/Code of Ethics.**

Mr. Barksdale opened the public hearing at 7:28. Mr. Monday and Mr. Hunt explained the Legislative Committee had met on April 21, 2016 and recommended to the Board of Supervisors revisions of the Code of Ethics/Board of Supervisors' Bylaws that would remove the last paragraph of Section 18 under Article VII and remove the Model of Excellence Statement. After reviewing the Legislative Committee's recommendations, the Board of Supervisors, at their May 2, 2016 meeting, directed Mr. Hunt to revise Section 8.1 thereof to include a public hearing requirement for any Board

of Supervisors Bylaw revision. At their May 17, 2016 meeting, the Board of Supervisors approved the final draft of proposed revisions for public advertisement. Mr. Hunt noted this public hearing had been duly advertised. No one signed up so speak and Mr. Barksdale closed the hearing at 7:29pm. Motion was made by Mr. Barber, seconded by Mr. Blackstock, to approve the proposed revisions of the Code of Ethics/Board of Supervisors' Bylaws that would remove the last paragraph of Section 18 under Article VII and remove the Model of Excellence Statement, and require a public hearing for citizen input to any future revisions for any Board of Supervisors Bylaw revision, as presented. Mr. Hagerman made a substitute motion that he would like this item permanently tabled as he felt it was illegal and unenforceable. Mr. Hagerman's substitute motion failed for lack of a second. The following Roll Call Vote was recorded for Mr. Barber's motion to approve the proposed revisions of the Code of Ethics/Board of Supervisors' Bylaws that would remove the last paragraph of Section 18 under Article VII and remove the Model of Excellence Statement, and require a public hearing for citizen input to any future revisions for any Board of Supervisors Bylaw revision, as presented: Mr. Barber-Yes; Mr. Hagerman-No; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Barber's motion passed by a majority 6-1 vote of the Board, with Mr. Hagerman opposing.

This concluded the Public Hearings.

### **Presentations**

Laurie Moran, Executive Director for the Danville-Pittsylvania County Chamber of Commerce, was present to accept the Business Appreciation Week, June 6-10, 2016 that the Board of Supervisors approved at their May 17, 2016 meeting.

Katie Millner, CSA Coordinator for Pittsylvania County, presented the Community Policy Management Team (CPMT) Quarterly Report, noting all Team members' attendance to meetings was in compliance. Ms. Miller also presented recommendations for the Board's annual appointments to the CPMT. Motion was made by Mr. Blackstock, seconded by Mr. Barber, for the following annual appointments, each having an effective term date of July 1, 2016 – June 30, 2017:

Parent Representative – Jennifer Cooper

Government Representative – Robert Warren

Representative of a Private Organization – Tonya Fowler

Representative of the Pittsylvania County Sheriff's Office – the Honorable Michael Taylor, Sheriff

Mr. Blackstock's motion was unanimously approved by the Board.

### **New Business**

Mr. Monday explained that the Honorable Vincent Shorter, Treasurer, and the Honorable Shirley Hammock, Commissioner of the Revenue, informed the County Administrator's Office of a pending refund in the amount of \$5811.50 for real estate taxes paid by Ed Neal's Farm, LLC for Parcel #2309-65-4768. The Commissioner of the Revenue's Office did not receive the landowner's 2016 Land Use Program application before real estate taxes were sent out by the Treasurer's Office. As a result, Mr. Neal mailed in his real estate tax before the parcel was reinstated back into the Land Use Program. The Treasurer's Office is requesting approval by the Board of Supervisors to refund \$5811.50 to Mr. Neal; the amount of taxes that should have been deferred under the land use assessment. Motion was made by Mr. Warren, seconded by Mr. Blackstock, to authorize the Treasurer to issue a refund in the amount of \$5811.50 to Ed Neal's Farm, LLC; Parcel #2309-65-4768. The following Roll Call Vote was recorded for Mr. Warren's motion: Mr. Barber-Yes; Mr.

Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Warren's motion was unanimously approved by the Board.

Mr. Monday explained that each year the CPMT Coordinator estimates the number of children that will need comprehensive services for the budget year. The number of children requiring services has increased over the last few years. Additional monies are required for the CSA programs that have been approved by the State. The total supplemental amount required and approved by the State is \$2,238,573. This amount includes \$1,838,534 of state money and a local match of \$400,039. Based on estimates for budgeting purposes, an additional amount of \$520,000 of state funds needs to be appropriated to cover anticipated expenditures before 6-30-16. The required local match difference of \$130,000 needs to be appropriated from unassigned fund balance to cover the local share of these expenditures before year-end. This is a mandated program from the State of Virginia. This appropriation requires a 10-day layover. Motion was made by Mr. Blackstock, seconded by Mr. Warren, for the total appropriation of \$650,000 to the CPMT Budget Pool Funds, which includes local funds of \$130,000 from unassigned fund balance (100-4-053500-7004) and \$520,000 from State CSA Funds (100-4-053500-7003). Mr. Blackstock's motion required a 10-Day Layover.

Mr. Monday explained that during the budget process, an estimated amount of funds are budgeted in the restricted seizure fund accounts. The State Restricted Seizure Fund for the Sheriff had an original appropriation of \$120,091.00. The Sheriff is planning to use state restricted funds for the purchase of computer equipment and other items for the Sheriff's Office. In addition, the Sheriff's Office was required to send a total of \$121,371.89 back to the Department of Justice resulting in a budgetary deficit. The State Restricted Seizure Fund has a current cash balance of \$187,109.27. Staff recommends that \$80,000 be appropriated to the following line items:

\$ 51,280.89 to Refunds (241-4-031700-5830)  
28,719.11 to Police Supplies (241-4-031700-6010)  
\$ 80,000.00 TOTAL

Motion was made by Mr. Blackstock, seconded by Mr. Warrant, to appropriate a total of \$80,000 to the State Restricted Seizure Fund from their fund balance as listed above, noting that this request did not require a 10-day layover because these funds were not from the General Fund. The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

Motion was made by Mr. Blackstock, seconded by Mr. Barber, for the reappropriation of \$36,551.17 as follows: \$222.60 to Board of Supervisors-Advertising (100-4-011010-3600), \$498.40 to Clerk of Court-Telephone (100-4-021600-5230), \$275.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$21.70 to Sheriff-Subsistence & Lodging (100-4-031200-5530), \$2,105.60 to Sheriff-Project Lifesaver (100-4-031200-5882), \$220.00 to Sheriff-Undercover Work (100-4-031200-6024), \$1,166.28 to Sheriff-Parts (100-4-031200-6030), \$1,030.70 to Sheriff-Labor (100-4-031200-6031), \$24.30 to VFD-United Way Contribution (100-4-032200-5667), \$628.90 to Extradition (100-4-033100-5550), \$80.00 to Jail-Food Supplies (100-4-033100-6002), \$10,529.82 to E911-Telephone (100-4-035500-5230), \$75.00 to B&G-Building Supplies (100-4-043100-6048), \$275.00 to CSA-Training & Education (100-4-053500-5540), \$1,907.83 to CSA-Pool Program (100-4-053500-7003), \$2,000.00 to Recreation-Part-time Salaries (100-4-071100-1300), \$260.00 to Library-Postage (100-4-073100-5210), \$35.49 Library-Office Supplies (100-4-073100-6001), \$474.80 to Library-Furniture & Fixtures (100-4-073100-6003), \$125.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$11,349.75 to WIA-Rent (251-4-353853-6014), \$2,500.00 to WIA-Other Operating Supplies (251-4-

353878-6014), \$745.00 to Landfill Collections-Wrecker Service (520-4-042300-3170). This motion required a 10-Day Layover.

Mr. Monday explained the Purchasing Department mailed six (6) IFBs to uniform providers on the County's bid list on April 15, 2016. The IFB was duly advertised and sent to 1334 vendors via electronic means. The County received three responses; Galls, LLC, BKT, and Southern Police Supply. The apparent low bidder, based on the price per item aggregated was Galls, LLC. The annual estimated bid was \$47,225.00 per year, noting this was an estimated amount of usage for one year and was for the Sheriff's Office and Jail employees' uniforms. The Galls, LLC proposed contract was for one (1) year, with four (4) optional one-year renewals, depending upon appropriation of funds. Mr. Monday said funds were appropriated under line item 6011 (Uniforms) in the Sheriff's Office and the Jail budgets. Life of the contract is estimated at \$236,125.00.

Motion was made by Mr. Barber, seconded by Mr. Scarce, for a bid award for Sheriff's Office uniforms to Galls, LLC, which was unanimously approved by the Board.

Mr. Monday explained a Request for Proposals (RFP) for Emergency Medical Services (EMS) Billing Services for the County's recognized fire and rescue agencies was mailed out on March 29, 2016, noting the previous RFP expires June 16, 2016. Proposals were received by the Purchasing Department up until 2:00 PM, April 28, 2016. The County received seven (7) responses. An Evaluation Committee comprised of representatives from the Emergency Medical Advisory Committee (EMAC) reviewed the seven proposals and ranked them, selecting the top two. On May 19, 2016, the Evaluation Committee attended presentations for EMS Billing Services and selected PST Services, Inc. McKesson Company as the best fit for EMS Billing Services for Pittsylvania County. McKesson's met all the requirements of the RFP as issued and has offered a new contract at 5.25%, a lower rate than the previous contract. Furthermore, McKesson has agreed that the Fire & Rescue may add other agencies to the contract at any time.

Motion was made by Mr. Barber, seconded by Mr. Blackstock, to award the contract to PST Services, Inc., McKesson Company, which was unanimously approved by the Board.

Mr. Monday explained that during the 2016 budget process, the Board of Supervisors committed a total of \$150,000 as leverage for Mark Moore, Director of Parks & Recreation, to secure grant funds to construct parks at the 4 middle schools in Pittsylvania County. Mr. Monday stated that Mr. Moore has been successful in partnering with 8 different community and business organizations to completely fund the middle school park project at \$625,000. One of those organizations, said Mr. Monday, is GameTime Playgrounds, who committed to a 50% matching-grant allowance on playground equipment for this project. Through the US Communities Cooperative Purchasing Agreement (Contract #110179.05), Pittsylvania County is able to purchase four playgrounds from GameTime Playgrounds c/o Cunningham Recreation to be installed at Tunstall, Dan River, Chatham, and Gretna Middle School parks, for a total purchase amount of \$283,792.09, which includes GameTime's matching grant of \$124,063.92. Mr. Monday stated funds had already been budgeted for this project.

Motion was made by Mr. Warren, seconded by Mr. Scarce, to award the contract to GameTime Playgrounds c/o Cunningham Recreation in the amount of \$283,792.09, which was unanimously approved by the Board.

Lisa Tuite, Director for the Pittsylvania County Public Libraries, updated the Board of Supervisors on the needs of the Mount Hermon and Gretna sites projects. Ms. Tuite stated that since it opened in 2006 in one of the faster-growing areas of the County, the Mount Hermon branch library

has rapidly outgrew its leased space. In 2015, then Director Diane Adkins sought support from the Board of Supervisors to conduct a search for a new library location. In February 2016, Ms. Adkins reported to the Board that the Centra Rivermont School, located at 4058 Franklin Turnpike, would be available in the summer of 2016, and since Ms. Adkins report, the owner of that facility said the school would be vacating the space August 1, 2016 to relocate to its new location. The Rivermont School building is approximately 2.5 larger than the current Mount Hermon branch, and would accommodate that branch's need for meeting space, a large children's area and separate children's programming space, and many other needs sought by the branch's patrons. As for the Gretna Library branch, Ms. Tuite stated that with Danville Community College vacating the Riddle Center building, the Gretna Library branch has the opportunity to expand and provide its patrons with more space and services to northern Pittsylvania County. Ms. Tuite invited the Board of Supervisors to consider having a walk through tour of both facilities and asked them to consider supporting the proposed expansions of these two facilities discussed at this meeting.

Mr. Monday explained the Board packet before the Board of Supervisors contacted the Workforce Innovation and Opportunity Act (WIOA) Title I Grant Award Agreement between the Virginia Community College System & Local Workforce Development Area 17. WIOA Title 1 funds are allocated to the Local Workforce Development Area 17 for the purpose of improving job and career options of local workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. Lisa Fultz, Director of the West Piedmont Workforce was present, Mr. Monday said, if the Board had any questions they would like to ask her. No questions were submitted to Ms. Fultz. Motion was made by Mr. Warren, seconded by Mr. Blackstock, approve the WIOA Title I Grant Award Agreement between the Virginia Community College System & Local Workforce Development Area 17. WIOA Title 1 for the 2016/17 Performance Year and authorize the County Administrator to execute the agreement, which was unanimously approved by the Board.

The Honorable Tim Barber stated that he had been approached by many constituents regarding the proposed increase by Danville Utilities, feeling that they were in reality paying taxes to the City of Danville since the City uses profits from Danville Utilities to balance its fiscal budget. Mr. Barber made a motion, seconded by Mr. Scarce, for the County Attorney to draft a resolution that would be brought back to the Board for review and approval at their June 21, 2016 meeting that voiced opposition by the Board in a rate increase by Danville Utilities, which was unanimously approved by the Board.

### **Board Appointments**

Mr. Barksdale stated the Portia Fitzgerald, although eligible for re-appointment as a Pittsylvania County representative to the Danville Community College Board of Trustees, asked she not be nominated for re-appointment. Mr. Barksdale asked this item be placed on the July 19, 2016 meeting of the Board of Supervisors for a nomination consideration.

Motion was made by Mr. Warren, seconded by Mr. Barber, to re-appoint Jessie Barksdale as the Board of Supervisor representative on the Danville-Pittsylvania Community Services Board for a 3-year term beginning July 1, 2016 through June 30, 2019, noting this will be Mr. Barksdale's third consecutive term for this Board. Mr. Warren's motion was unanimously approved by the Board.

Motion was made by Mr. Barber, seconded by Mr. Scarce, to re-appoint Debra Turner as the Tunstall District representative to the Pittsylvania County Public Library Board of Trustees for a new

4-year term beginning July 1, 2016 and ending June 30, 2020. Mr. Barber's motion was unanimously approved by the Board.

Motion was made by Mr. Hagerman, seconded by Mr. Blackstock, to re-appoint Janet Mease as the Callands-Gretna representative on the Planning Commission for a new 4-year term beginning August 1, 2016 through July 31, 2020.

Mr. Monday told the Board they would need to make appointments for the 2016 Board of Assessors by the July 19, 2016 meeting in order to have the complete Board set prior to training they will need by the State the first part of August 2016.

### **Board Announcements**

Mr. Barber stated the stoplight was now installed and operational in Brosville at the intersection of Whispering Pines and US Highway 58, cautioning people to be mindful that it was now there.

### **Reports from County Administrator**

Mr. Monday stated that a representative from Springsted, Inc. would be in attendance at the June 21, 2016 Board of Supervisors' meeting to receive input from the Board concerning the profile for the new county administrator search they were conducting on behalf of the Board.

### **Closed Session**

Motion was made by Mr. Barber, seconded by Mr. Blackstock, to enter into Closed Session for the following purpose:

Discussion or consideration of the acquisition of real property for a public purpose where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

Legal Authority: Virginia Code Section 2.2-3711(A)(3)

Subject: Sheriff's Office Storage Facility

Purpose: Review/Discussion of Deed of Sale and/or Sales Agreement

The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Barber's motion was unanimously approved by the Board and the Board entered into Closed Session at 8:54 PM.

Motion was made by Mr. Barber, seconded by Mr. Hagerman, to return to Open Session and the following Certification was recorded:

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

**BE IT RESOLVED** that at the Meeting of the Pittsylvania County Board of Supervisors on Monday, June 6, 2016, the Committee 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.

	<u>Vote</u>
Tim R. Barber	Yes
Jerry A. Hagerman	Yes
Elton W. Blackstock	Yes
Joe B. Davis	Yes
Ronald S. Scarce	Yes
Robert W. Warren	Yes
Jessie L. Barksdale	Yes

Mr. Barber's motion was unanimously approved by the Board and they returned to Open Session at 9:15 PM.

Motion was made by Mr. Warren, seconded by Mr. Barber, to approve the purchase of 2 parcels of property; the first being located at SR 1438 Chatham, Virginia with a GPIN# 2414-57-7694 and the second parcel located at 121 Tightsqueeze Industrial Road with a GPIN\$ 2414-57-9395; which are to be purchased with Federal Restricted Seizure Funds; no funds from the County would be involved in the purchase; and the Board authorized the purchase to move forward. The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Warren's motion was unanimously approved by the Board.

Mr. Monday explained the balance of the Federal Restricted Seizure (FRS) fund was \$909,668.16 as of 5-27-16. The Sheriff's Department is requesting an additional \$300,000 in FRS be appropriated to this fund (242-4-031710-8250).. Mr. Monday stated this request does not require a 10-day layover because these funds are not from the General Fund. Motion was made by Mr. Blackstock, seconded by Mr. Warren for the additional appropriation of FRS in the amount of \$300,000 and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

### Adjournment

Motion was made by Mr. Barber, seconded by Mr. Hagerman, to adjourn the meeting, which was unanimously approved by the Board. The meeting ended at 9:22 pm.

---

Jessie L. Barksdale, Chair  
Pittsylvania County Board of Supervisors

---

Clarence C. Monday, Clerk  
Pittsylvania County Board of Supervisors

**Pittsylvania County Board of Supervisors  
Tuesday, June 21, 2016  
Adjourned Meeting**

**VIRGINIA:** The Adjourned Meeting of the Pittsylvania County Board of Supervisors was held on Tuesday, June 21, 2016 in the General District Courtroom of the Edwin R. Shields Addition in Chatham, Virginia. Jessie L. Barksdale, Chair, called the meeting to order at 7:00 p.m. The following members were present:

Jessie L. Barksdale	Banister District
Elton W. Blackstock	Staunton River District
Tim Barber	Tunstall District
Ronald S. Scearce	Westover District
Jerry A. Hagerman	Callands-Gretna District
Robert W. Warren	Chatham-Blairs District
Joe B. Davis	Dan River District

Mr. Clarence C. Monday, County Administrator, Mr. J. Vaden Hunt, County Attorney, Mr. Greg L. Sides, Assistant County Administrator for Planning and Development, Mr. Matthew D. Rowe, Director of Economic Development, Ms. Kim Van Der Hyde, Director of Finance, Ms. Lisette Jordan, Human Resource Manager, Mr. Odie H. Shelton, Jr., Director of Code Compliance, and Ms. Rebecca Flippen were also present.

Mr. Barksdale led the Moment of Silence, and then the Pledge of Allegiance.

**Approval of Agenda**

Motion was made by Mr. Barber, seconded by Mr. Blackstock, to approve the agenda, which was unanimously approved by the Board.

**Hearing of the Citizens**

Donald Powell of the Tunstall District made comments opposing the proposed rate increase by Danville Utilities.

This concluded the Hearing of the Citizens.

**Consent Agenda**

Motion was made by Mr. Blackstock, seconded by Mr. Barber, to approve the Consent Agenda, which was approved by the Board of Supervisors.

- (a) Letters of Congratulation – Pittsylvania County Sports Hall of Fame; 2016 Inductees
- (b) Resolution 2016-06-01-VDOT Rural Additions; Bennett Street
- (c) Ratify Resolution 2016-06-02-VDOT 6 Year Plan FY2016/17-2021/22
- (d) Pittsylvania County Personnel Policies Manual – Language Modification to Section 6.15; Family Medical Leave Act (FMLA)

Mr. Blackstock's motion was unanimously approved by the Board.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
2016-06-01**

**RESOLUTION FOR RURAL ADDITIONS PER § 33.2-335 – NO SPECULATIVE  
INTEREST INVOLVED**

The Board of Supervisors of Pittsylvania County, Virginia (the “Board”), on the \_\_\_ day of June, 2016, adopted the following:

WHEREAS, the street described below currently serves at least three (3) families and was established prior to July 1, 1996, at which time it was used by motor vehicles as a public access; and

WHEREAS, Pittsylvania County, Virginia, has determined its subdivision ordinance satisfies § 33.2-336, Code of Virginia, 1950, as amended, and is therefore eligible to make qualifying additions to the secondary system of state highways maintained by the Virginia Department of Transportation (“VDOT”) and fund necessary improvements as setout therein, except as otherwise prohibited by § 33.2-335, Code of Virginia, 1950, as amended; and

WHEREAS, after examining the ownership of all property abutting this street, including the deeds and related plats, this Board finds no restriction on the use of public funds for improving of the road; and

WHEREAS, after examining the ownership of all property abutting this street, this Board finds that speculative interest does not exist; and

WHEREAS, this Board has identified immediately available funding to make improvements required to qualify the street for addition to the aforesaid secondary system of state highway, based on VDOT’s cost estimate of \$162,500.00.

NOW, THEREFORE, BE IT RESOLVED, pursuant § 33.2-335, Code of Virginia, 1950, as amended, this Board requests the following street be added to the secondary system of state highways maintained by VDOT, and hereby guarantees the right-of-way of the street to be clear, unencumbered, and unrestricted, which right-of-way guarantee shall, including any necessary easements required for cuts, fills, and drainage:

<i>Name of Street:</i>	<i>Bennett Street</i>
<i>From:</i>	<i>0.30 miles East of Route 870</i>
<i>To:</i>	<i>0.31 miles East of Route 870</i>
<i>Guaranteed Right-of-Way Width:</i>	<i>40 ft.</i>
<i>Right-of-Way Instrument Reference:</i>	<i>16-02503–16-02509, PGS 58–77; Date Recorded: 5-23-2016</i>
<i>Plat Reference:</i>	<i>Map Book 44, PG 210I; Date Recorded: 5-23-2016</i>

BE IT FURTHER RESOLVED, this Board requests VDOT to improve said street to the prescribed minimum standards, funding said improvements with the following funds:

SOURCE OF FUNDS	AMOUNT
Rural Addition Funds	\$162,500.00

BE IT FURTHER RESOLVED, this Board agrees to reimburse, within 45-days of receiving an invoice, all costs that VDOT incurs to relocate existing utilities within the right-of-way that are discovered during the course of and in conflict with the construction, drawing such funds from resources other than those administered by VDOT; and

BE IT FURTHER RESOLVED, this Board agrees to reimburse, within 45-days of receiving an invoice, all costs that VDOT incurs in the construction of necessary improvements to the road that are over and above the estimated cost of improvements or to otherwise identify an eligible source of funds administered by VDOT to cover such costs.

**Pittsylvania County Board of Supervisors**  
**RESOLUTION**  
**2016-06-02**

At a regular meeting of the Board of Supervisors of the County of Pittsylvania, held in the General District Courtroom of the Edwin R. Shields Courthouse Addition in Chatham, Virginia on Tuesday, June 21, 2016 at 7:00 p.m., the following resolution was presented and ratified:

At the regular meeting of the Pittsylvania County Board of Supervisors held on Monday, June 6, 2016, the following Board members were present were:

Joe B. Davis	Dan River District
Jessie L. Barksdale	Banister District
Tim R. Barber	Tunstall District
Jerry A. Hagerman	Callands-Gretna District
Ronald S. Scarce	Westover District
Elton Blackstock, Sr.	Staunton River District
Robert W. Warren	Chatham-Blairs District

On motion by Elton W. Blackstock, Jr., seconded by Jerry A. Hagerman, and carried by a 7 to 0 vote of the Board of Supervisors:

WHEREAS, Sections 33.2-358 and 33.2-364 of the Code of Virginia, 1950, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing the Secondary Six-Year Road Plan; and

WHEREAS, this Board has previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2017 through 2022) on Monday, June 6, 2016 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan; and

WHEREAS, Joseph Craddock, Assistant Residency Administrator, Virginia Department of Transportation, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2017 through 2022); then

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interests of the Secondary Road System in Pittsylvania County and of the citizens residing on the

Secondary System, said Secondary Six-Year Plan (2017 through 2022) is hereby approved as presented at the public hearing.

### **Public Hearing**

#### **Rezoning Cases**

#### **Case 1: Vicky N. Adams & Gayle N. Deel – Callands/Gretna Election District: R-16-012**

##### ***R-1, Residential Suburban Subdivision District to A-1, Agricultural District***

Mr. Barksdale opened the public hearing at 7:10pm. Mr. Shelton explained that Vicky Adams and Gayle Deel had petitioned to rezone 1.00 acre, located off State Road 794/Old Mine Road, in the Callands-Gretna Election District from R-1, Residential Suburban Subdivision District to A-1, Agricultural District. Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioners' request. Richard Armstrong was there to represent the petition. No one signed up to speak and Mr. Barksdale closed the hearing at 7:15pm. Motion was made by Mr. Hagerman, seconded by Mr. Blackstock to approve the petitioners' request to rezone Case R-16-012 from R-1 to A-1 and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Blackstock-Yes. Mr. Hagerman's motion was unanimously approved by the Board.

#### **Case 2: James Cocke Moon, Jr.-Staunton River Election District: R-16-013**

##### ***R-1, Residential Suburban Subdivision District to A-1, Agricultural District***

Mr. Barksdale opened the public hearing at 7:18 pm. Mr. Shelton explained that James Moon, Jr., had petitioned to rezone 3.16 acres, located off State Road 668/Grit Road (on Creeks Bank Road), in the Staunton River Election District from R-1, Residential Suburban Subdivision District to A-1, Agricultural District. Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioner's request. James Moon, Jr., was there to represent the petition. No one signed up to speak and Mr. Barksdale closed the hearing at 7:19 pm. Motion was made by Mr. Blackstock, seconded by Mr. Barber, to approve the petitioner's request to rezone Case R-16-013 from R-1 to A-1 and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Blackstock-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

#### **Case 3: Mitchell 29 Properties, LLC-Banister Election District: R-16-014**

##### ***RC-1, Residential Combined Subdivision District to B-2, Business District, General***

Mr. Barksdale opened the public hearing at 7:20 pm. Mr. Shelton explained Mitchell 29 Properties, LLC, had petitioned to rezone 1.73 acres, located on U.S. Highway 29, in the Banister Election District from RC-1, Residential Combined Subdivision District to B-2, Business District, General. Once the property is rezoned to B-2, all uses listed under Section 35-365 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioner's request. Roger Mitchell was there to represent the petition. No one signed up to speak and Mr. Barksdale closed the hearing at 7:21 pm. Motion was made by Mr. Blackstock, seconded by Mr. Warren, to approve the petitioners' request to rezone Case R-16-014 from RC-1 to B-2 and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Blackstock-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

This concluded the Public Hearing.

**Unfinished Business**

At the Board of Supervisors June 6, 2016, a motion was made by Mr. Blackstock, seconded by Mr. Warren, for the total appropriation of \$650,000 to the CPMT Budget Pool Funds, which includes local funds of \$130,000 from unassigned fund balance (100-4-053500-7004) and \$520,000 from State CSA Funds (100-4-053500-7003). Mr. Blackstock's motion required a 10-Day Layover that had now been met and the following Roll Call Vote was recorded: This motion required a 10-Day Layover that had now been met and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Blackstock-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

At the Board of Supervisors June 6, 2016, a motion was made by Mr. Blackstock, seconded by Mr. Barber, for the reappropriation of \$36,551.17 as follows: \$222.60 to Board of Supervisors-Advertising (100-4-011010-3600), \$498.40 to Clerk of Court-Telephone (100-4-021600-5230), \$275.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$21.70 to Sheriff-Subsistence & Lodging (100-4-031200-5530), \$2,105.60 to Sheriff-Project Lifesaver (100-4-031200-5882), \$220.00 to Sheriff-Undercover Work (100-4-031200-6024), \$1,166.28 to Sheriff-Parts (100-4-031200-6030), \$1,030.70 to Sheriff-Labor (100-4-031200-6031), \$24.30 to VFD-United Way Contribution (100-4-032200-5667), \$628.90 to Extradition (100-4-033100-5550), \$80.00 to Jail-Food Supplies (100-4-033100-6002), \$10,529.82 to E911-Telephone (100-4-035500-5230), \$75.00 to B&G-Building Supplies (100-4-043100-6048), \$275.00 to CSA-Training & Education (100-4-053500-5540), \$1,907.83 to CSA-Pool Program (100-4-053500-7003), \$2,000.00 to Recreation-Part-time Salaries (100-4-071100-1300), \$260.00 to Library-Postage (100-4-073100-5210), \$35.49 Library-Office Supplies (100-4-073100-6001), \$474.80 to Library-Furniture & Fixtures (100-4-073100-6003), \$125.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$11,349.75 to WIA-Rent (251-4-353853-6014), \$2,500.00 to WIA-Other Operating Supplies (251-4-353878-6014), \$745.00 to Landfill Collections-Wrecker Service (520-4-042300-3170). This motion required a 10-Day Layover that had now been met and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Blackstock-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

**New Business**

John Anzivino, Senior Vice-President with Waters & Company, discussed the hiring process for the new county administrator's position. Mr. Anzivino covered several questions with the Board of Supervisors in order to develop a profile of what the Board was looking for in their next county administrator. Mr. Anzivino covered a draft time table of the advertisement, interview, and hiring process. Once developed, Mr. Anzivino anticipated having a final draft of the new county administrator profile and advertisement available for the Board's review and approval to advertise no later than mid-July.

Motion was made by Mr. Barber, seconded by Mr. Warren, to award the bid to Crews Construction Company, Inc. in the amount of \$120,891.46 for paving of the Callahan Hill, Medical Center Road, and, W.I. Powell Compactor sites, and to authorize the County Administrator to execute the contract, noting funds were already budgeted for this project. Mr. Barber's motion was unanimously approved by the Board.

Motion was made by Mr. Hagerman, seconded by Mr. Scarce, to award Architectural and Engineering Services for Courthouse Crime Prevention though Environmental Design to

Adjourned Meeting  
June 21, 2016

Dewberry Engineers and authorize the County Administrator to execute the agreement, which was unanimously approved by the Board.

Motion was made by Mr. Barber, seconded by Mr. Davis, to approve Resolution 2016-06-03, opposing the proposed rate increase by Danville Utilities and authorize a copy of the resolution be sent to the City of Danville Council, which was unanimously approved by the Board.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
RESOLUTION  
2016-06-03**

---

**A RESOLUTION OPPOSING DANVILLE UTILITIES' ELECTRICAL RATE HIKE**

---

**WHEREAS**, the City of Danville, Virginia, Utilities Department ("Danville Utilities") serves approximately 42,000 customers in Danville, southern Pittsylvania County, and portions of Henry and Halifax Counties; and

**WHEREAS**, approximately 17,000 of said customers are located in Pittsylvania County, representing approximately 40.5% of the total number of Danville Utilities' customers; and

**WHEREAS**, despite the above, currently there is only one (1) Pittsylvania County resident serving on the seven (7) member Utility Commission that governs Danville Utilities; and

**WHEREAS**, in May of 2016, Danville City Council voted 7-2 to increase Danville Utilities' electric rate, effective August 1, 2016, as detailed in the two (2) attachments.

**NOW THEREFORE, BE IT RESOLVED BY THE PITTSYLVANIA COUNTY BOARD OF SUPERVISORS**, that it opposes Danville Utilities' electrical rate hike, and asks Danville City Council to reconsider its actions due to the potential negative financial implications said rate hike will have on approximately 17,000 Pittsylvania County customers; and

**BE IT FURTHER RESOLVED**, that the Pittsylvania County Board of Supervisors respectfully asks Danville City Council to consider increasing Pittsylvania County's resident representation on the Danville Utility Commission commensurate with its percentage of total utility customers; and

**BE IT FINALLY RESOLVED**, that a copy of this Resolution be sent to Danville City Council and the Danville Utility Commission.

**Appointments**

Motion was made by Mr. Blackstock, seconded by Mr. Barber, to appoint Jackie Satterfield as the Staunton River District representative to the Danville-Pittsylvania Community Services Board for a three-year term beginning July 1, 2016 through June 30, 2019, which was unanimously approved by the Board.

Adjourned Meeting  
June 21, 2016

Motion was made by Mr. Davis, seconded by Mr. Blackstock, to appoint Nancy Eanes as the Dan River District representative to the 2016 Board of Assessors, which was unanimously approved by the Board.

Motion was made by Mr. Barksdale, seconded by Mr. Davis, to appoint Mollie Holmes as the Banister District representative to the 2016 Board of Assessors, which was unanimously approved by the Board.

Motion was made by Mr. Warren, seconded by Mr. Davis, to appoint Nancy Eanes as the Chatham-Blairs District representative to the 2016 Board of Assessors, which was unanimously approved by the Board.

Motion was made by Mr. Barber, seconded by Mr. Blackstock, to appoint Leon Griffith as the Tunstal District representative to the 2016 Board of Assessors, which was unanimously approved by the Board.

### **Board Announcements**

Mr. Barksdale told the Board it was time to review and update their Strategic Development Plan as it has been two years since the Board's last work session concerning the plan. Mr. Barksdale directed staff to begin working on planning a one-day work session for the Board concerning this matter.

### **Closed Session**

Motion was made by Mr. Blackstock, seconded by Mr. Barber, to enter into Closed Session and to include Mr. Hunt, Mr. Sides and Mr. Rowe in Closed Session for discussion of the following:

- (a) Discussion or consideration of assignment, promotion, performance or salaries of specific employees of a public body.
  - Authority: §2.2-3711(A)(1) of the Code of Virginia, 1950, as amended
  - Subject Matter: County Administrator
  - Purpose: Employment Contract
  
- (b) 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.
  - Legal Authority: Virginia Code Section 2.2-3711(A)(5)
  - Subject: Project Beginning
  - Purpose: Discussion of Potential Economic Development Incentives

The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Blackstock-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

The Board entered into Closed Session at 8:30 PM.

Adjourned Meeting  
June 21, 2016

Motion was made by Mr. Blackstock, seconded by Mr. Warren, to re-enter into 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 Tuesday, June 21, 2016, the Committee 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.

	<u><b>Vote</b></u>
Tim R. Barber	Yes
Jerry A. Hagerman	Yes
Elton W. Blackstock	Yes
Joe B. Davis	Yes
Ronald S. Searce	Yes
Robert W. Warren	Yes
Jessie L. Barksdale	Yes

The Board re-entered into Open Session at 8:49 PM.

**Adjournment**

Motion was made by Mr. Barber, seconded by Mr. Warren, to adjourn the meeting, which was unanimously approved by the Board. The meeting ended at 8:50 PM.

---

Jessie L. Barksdale, Chair  
Pittsylvania County Board of Supervisors

---

Clarence C. Monday, Clerk  
Pittsylvania County Board of Supervisors

# **PUBLIC HEARING**

# **NEW BUSINESS**

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> Recommendations from Legislative Committee	<b><u>AGENDA DATE:</u></b> 07-19-2016	<b><u>ITEM NUMBER:</u></b> 7
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Recommendations from Committee	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b>  Mr. Monday	<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:**

**DISCUSSION:**

The Legislative Committee will meet at 5:00 PM on Tuesday, July 19, 2016. Any recommendations by the Committee will be presented to the Board of Supervisors at their Adjourned Meeting.

**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> Library-Appropriation of Fax Monies-Requires a motion and 10-day layover</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Appropriation of fax monies received at the Library during FY 2015-2016</p> <p><b><u>STAFF CONTACT(S):</u></b> Monday, Van Der Hyde</p>	<p><b><u>AGENDA DATE:</u></b> 7-19-16</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> Memo from the Library and breakdown of fax monies received during FY 2016</p> <p><b><u>REVIEWED BY:</u></b> </p>	<p><b><u>ITEM NUMBER:</u></b> 8a</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
--	---	--

**BACKGROUND:**

**DISCUSSION:**

Attached is a document sent by the library showing the amount of fax money collected from July 2015 through June, 2016. The library collected a total of \$9,575.30 in fax machine receipts during this period and they are requesting that these monies be appropriated to their Memorial Gifts Fund to be used for expense during the FY 2017 budget year (265-4-073310-6012).

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors amend the library's 2017 budget and appropriate \$9,575.30 to the Memorial Gifts Fund (265-4-073310-6012). SINCE THESE FUNDS WERE ORIGINALLY DEPOSITED INTO THE GENERAL FUND (100), THIS ITEM WILL REQUIRE A 10-DAY LAYOVER.

## Memo

To: Kim VanderHyde

From: Barbara Roberts *BAR*

Date: June 20, 2016

Re: Fax monies to be deposited in the Library's Memorial Gift Fund

Please find attached a listing of deposits made to the Pittsylvania County Treasurer's Office during the fiscal year 2015-2016 of funds generated through collection of fines, copier fees, fax fees, and patron gifts. Kindly deposit the amount listed as the total money received for faxes sent from our various branches, \$9,575.30, to the library's Memorial Gift Fund, account # 265-4-073310-6012.

**DAILY PETTY CASH - ANNUAL SUMMARY  
AS OF THE MONTH OF: JUNE 2016 (@ 6/9/16)**

\*\*\*\*CHATHAM\*\*\*\*

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
June, 2015	\$ 527.45	\$ 697.42	\$ 90.03	\$ 503.00	\$ 151.50	\$ 1,969.40
July, 2015	\$ 317.11	\$ 325.79	\$ 240.27	\$ 273.00	\$ 83.88	\$ 1,240.05
August, 2015	\$ 490.30	\$ 810.82	\$ 101.23	\$ 279.00	\$ 58.98	\$ 1,740.33
September, 2015	\$ 379.70	\$ 428.56	\$ 153.51	\$ 177.00	\$ 57.88	\$ 1,196.65
October, 2015	\$ 624.20	\$ 686.66	\$ 77.95	\$ 353.20	\$ 100.11	\$ 1,842.12
November, 2015	\$ 195.80	\$ 210.00	\$ 48.97	\$ 108.00	\$ 52.26	\$ 615.03
December, 2015	\$ 239.35	\$ 337.90	\$ 64.86	\$ 114.00	\$ 45.04	\$ 801.15
January, 2016	\$ 679.60	\$ 617.95	\$ 303.68	\$ 352.10	\$ 131.80	\$ 2,085.13
February, 2016	\$ 194.85	\$ 299.95	\$ 24.00	\$ 113.00	\$ 29.56	\$ 661.36
March, 2016	\$ 535.15	\$ 791.68	\$ 100.94	\$ 367.00	\$ 63.81	\$ 1,858.58
April, 2016	\$ 503.25	\$ 658.49	\$ 51.93	\$ 365.00	\$ 58.50	\$ 1,637.17
May, 2016	\$ 273.35	\$ 366.75	\$ 9.95	\$ 235.00	\$ 48.80	\$ 933.85
June, 2016	\$ 259.25	\$ 267.71	\$ 34.89	\$ 143.00	\$ 39.61	\$ 744.46
****CHATHAM****					\$	-
\$ 17,325.28					\$	-
<b>YEAR-TO-DATE TOTAL</b>	<b>\$ 5,219.36</b>	<b>\$ 6,499.68</b>	<b>\$ 1,302.21</b>	<b>\$ 3,382.30</b>	<b>\$ 921.73</b>	<b>\$ 17,325.28</b>

\*\*\*\*BROSVILLE\*\*\*\*

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
June, 2015	\$ 188.50	\$ 158.70	\$ 19.99	\$ 220.00	\$ 17.00	\$ 604.19
July, 2015	\$ 257.45	\$ 146.75	\$ 5.99	\$ 168.00	\$ 47.15	\$ 625.34
August, 2015	\$ 155.50	\$ 188.65	\$ 8.99	\$ 219.00	\$ 16.00	\$ 588.14
September, 2015	\$ 169.45	\$ 92.90	\$ 40.00	\$ 129.00	\$ 8.00	\$ 439.35
October, 2015	\$ 252.15	\$ 295.40	\$ 10.94	\$ 260.00	\$ 24.00	\$ 842.49
November, 2015	\$ 67.75	\$ 155.10	\$ 6.99	\$ 68.00	\$ 17.00	\$ 314.84
December, 2015	\$ 62.60	\$ 74.25	\$ 35.98	\$ 110.00	\$ 9.00	\$ 291.83
January, 2016	\$ 220.85	\$ 177.20	\$ 6.00	\$ 180.00	\$ 14.00	\$ 598.05
February, 2016	\$ 102.05	\$ 79.55	\$ 4.00	\$ 89.00	\$ 12.00	\$ 286.60
March, 2016	\$ 323.80	\$ 271.00	\$ 23.00	\$ 207.00	\$ 24.00	\$ 848.80
April, 2016	\$ 229.85	\$ 271.15	\$ 39.20	\$ 216.00	\$ 3.00	\$ 759.20
May, 2016	\$ 42.70	\$ 53.70	\$ (5.00)	\$ 87.00	\$ 2.00	\$ 180.40
June, 2016	\$ 65.70	\$ 55.00	\$ -	\$ 78.00	\$ 7.00	\$ 205.70
****BROSVILLE****					\$	-
\$ 6,584.93					\$	-
<b>YEAR-TO-DATE TOTAL</b>	<b>\$ 2,138.35</b>	<b>\$ 2,019.35</b>	<b>\$ 196.08</b>	<b>\$ 2,031.00</b>	<b>\$ 200.15</b>	<b>\$ 6,584.93</b>

**DAILY PETTY CASH - ANNUAL SUMMARY  
AS OF THE MONTH OF: JUNE 2016 (@ 6/9/16)**

\*\*\*\*\*GRETNA\*\*\*\*\*

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
June, 2015	\$ 254.35	\$ 352.35	\$ 38.92	\$ 195.00	\$ 42.05	\$ 882.67
July, 2015	\$ 320.05	\$ 462.45	\$ 15.99	\$ 361.00	\$ 36.10	\$ 1,195.59
August, 2015	\$ 307.50	\$ 277.75	\$ 24.98	\$ 199.00	\$ 25.05	\$ 834.28
September, 2015	\$ 165.75	\$ 150.60	\$ (15.99)	\$ 152.00	\$ 13.00	\$ 465.36
October, 2015	\$ 343.85	\$ 199.20	\$ 2.00	\$ 318.00	\$ 53.25	\$ 916.30
November, 2015	\$ 349.35	\$ 229.85	\$ 17.99	\$ 185.00	\$ 7.00	\$ 789.19
December, 2015	\$ 244.00	\$ 89.59	\$ -	\$ 115.00	\$ 9.00	\$ 457.59
January, 2016	\$ 496.70	\$ 352.60	\$ 32.95	\$ 370.00	\$ 52.25	\$ 1,304.50
February, 2016	\$ 127.80	\$ 98.45	\$ 32.90	\$ 139.00	\$ 13.10	\$ 411.25
March, 2016	\$ 399.00	\$ 382.91	\$ 10.04	\$ 347.00	\$ 62.75	\$ 1,201.70
April, 2016	\$ 291.40	\$ 340.70	\$ 4.00	\$ 258.00	\$ 3.20	\$ 897.30
May, 2016	\$ 108.90	\$ 102.30	\$ -	\$ 143.00	\$ 4.00	\$ 358.20
June, 2016	\$ 203.55	\$ 219.40	\$ -	\$ 146.00	\$ 25.55	\$ 594.50
*****GRETNA*****						\$ -
\$ 10,308.43						\$ -
<b>YEAR-TO-DATE TOTAL</b>	<b>\$ 3,612.20</b>	<b>\$ 3,258.15</b>	<b>\$ 163.78</b>	<b>\$ 2,928.00</b>	<b>\$ 346.30</b>	<b>\$ 10,308.43</b>

\*\*\*\*\*MT HERMON\*\*\*\*\*

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
June, 2015	\$ 300.30	\$ 562.95	\$ 126.86	\$ 119.00	\$ 11.85	\$ 1,120.96
July, 2015	\$ 106.80	\$ 98.80	\$ 82.97	\$ 51.00	\$ 9.10	\$ 348.67
August, 2015	\$ 172.60	\$ 355.49	\$ 53.68	\$ 141.00	\$ 11.35	\$ 734.12
September, 2015	\$ 114.50	\$ 134.65	\$ 15.99	\$ 82.00	\$ 2.10	\$ 349.24
October, 2015	\$ 382.55	\$ 448.39	\$ 34.98	\$ 157.00	\$ 3.55	\$ 1,026.47
November, 2015	\$ 117.95	\$ 185.30	\$ 49.97	\$ 61.00	\$ 2.25	\$ 416.47
December, 2015	\$ 224.05	\$ 289.05	\$ 13.98	\$ 92.00	\$ 2.08	\$ 621.16
January, 2016	\$ 196.90	\$ 283.35	\$ 5.99	\$ 112.00	\$ 6.15	\$ 604.39
February, 2016	\$ 99.86	\$ 118.50	\$ 24.99	\$ 54.00	\$ 4.00	\$ 301.35
March, 2016	\$ 288.63	\$ 279.30	\$ 46.98	\$ 106.00	\$ 22.65	\$ 743.56
April, 2016	\$ 238.35	\$ 192.20	\$ 22.00	\$ 125.00	\$ 2.10	\$ 579.65
May, 2016	\$ 87.20	\$ 71.13	\$ 38.20	\$ 41.00	\$ 4.00	\$ 241.53
June, 2016	\$ 212.95	\$ 200.85	\$ 16.99	\$ 93.00	\$ 5.80	\$ 529.59
*****MT HERMON*****						\$ -
\$ 7,617.16						\$ -
<b>YEAR-TO-DATE TOTAL</b>	<b>\$ 2,542.64</b>	<b>\$ 3,219.96</b>	<b>\$ 533.58</b>	<b>\$ 1,234.00</b>	<b>\$ 86.98</b>	<b>\$ 7,617.16</b>

**DAILY PETTY CASH - ANNUAL SUMMARY  
AS OF THE MONTH OF: JUNE 2016 (@ 6/9/16)**

**\*\*HISTORY CENTER\*\***

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
June, 2015	\$61.34				\$102.95	\$ 164.29
July, 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
August, 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September, 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October, 2015	\$ 21.85	\$ -	\$ -	\$ -	\$ 129.25	\$ 151.10
November, 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December, 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January, 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February, 2016	\$ 95.00	\$ -	\$ -	\$ -	\$ 141.05	\$ 236.05
March, 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April, 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May, 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June, 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>**HISTORY CENTER**</b>						\$ -
\$ 551.44						\$ -
<b>YEAR-TO-DATE TOTAL</b>	\$ 178.19	\$ -	\$ -	\$ -	\$ 373.25	\$ 551.44

**\*\*\*\*\*ALL BRANCHES COMBINED\*\*\*\*\***

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
July, 2015	\$ 2,333.35	\$ 2,805.21	\$ 621.02	\$ 1,890.00	\$ 501.58	\$ 8,151.16
August, 2015	\$ 1,125.90	\$ 1,632.71	\$ 188.88	\$ 838.00	\$ 111.38	\$ 3,896.87
September, 2015	\$ 829.40	\$ 806.71	\$ 193.51	\$ 540.00	\$ 80.98	\$ 2,450.60
October, 2015	\$ 1,624.60	\$ 1,629.65	\$ 125.87	\$ 1,088.20	\$ 310.16	\$ 4,778.48
November, 2015	\$ 730.85	\$ 780.25	\$ 123.92	\$ 422.00	\$ 78.51	\$ 2,135.53
December, 2015	\$ 770.00	\$ 790.79	\$ 114.82	\$ 431.00	\$ 65.12	\$ 2,171.73
January, 2016	\$ 1,594.05	\$ 1,431.10	\$ 348.62	\$ 1,014.10	\$ 204.20	\$ 4,592.07
February, 2016	\$ 619.56	\$ 596.45	\$ 85.89	\$ 395.00	\$ 199.71	\$ 1,896.61
March, 2016	\$ 1,546.58	\$ 1,724.89	\$ 180.96	\$ 1,027.00	\$ 173.21	\$ 4,652.64
April, 2016	\$ 1,262.85	\$ 1,462.54	\$ 117.13	\$ 964.00	\$ 66.80	\$ 3,873.32
May, 2016	\$ 512.15	\$ 593.88	\$ 43.15	\$ 506.00	\$ 58.80	\$ 1,713.98
June, 2016	\$ 741.45	\$ 742.96	\$ 51.88	\$ 460.00	\$ 77.96	\$ 2,074.25
<b>***ALL BRANCHES***</b>						\$ -
\$ 42,387.24						\$ -
<b>YEAR-TO-DATE TOTAL</b>	\$ 13,690.74	\$ 14,997.14	\$ 2,195.65	\$ 9,575.30	\$ 1,928.41	\$ 42,387.24

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

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b></p> <p>Expenditure Refunds for June 2016-<i>Requires a motion and a 10-day layover.</i></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>  Monday, VanDerHyde</p>	<p><b><u>AGENDA DATE:</u></b> 7-19-16</p> <p><b><u>ITEM NUMBER:</u></b> 8b</p> <p><b><u>ACTION:</u></b> Yes</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 June 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 \$36,382.42 as follows: \$100.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$18.01 to Sheriff-Subsistence & Lodging (100-4-031200-5530), \$150.00 to Sheriff-Undercover Work (100-4-031200-6024), \$2,773.23 to Sheriff-Parts (100-4-031200-6030), \$1,058.80 to Sheriff-Labor (100-4-031200-6031), \$806.81 to Extradition (100-4-033100-5550), \$35.00 to Jail-Food Supplies (100-4-033100-6002), \$896.10 to CSA-Pool Program (100-4-053500-7003), \$140.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$95.80 to WIA-Other Operating Supplies (251-4-353851-6014), \$29,053.67 to WIA-Rent (251-4-353853-6014), \$1,250.00 to WIA-Other Operating Supplies (251-4-353878-6014), \$5.00 to WIA-Other Operating Supplies (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  
Bachelors Hall/Whitmell (434) 797-9550

MEMO TO: Clarence C. Monday  
County Administrator

FROM: Kim Van Der Hyde *KVDH*  
Finance Director

SUBJECT: June Expenditure Refunds

DATE: June 30, 2016

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

100-4-021600-60051	Clerk of Court-Copier Lease Reimbursement	100.00
100-4-031200-5530	Sheriff-Subsistence & Lodging Reimbursement	18.01
100-4-031200-6024	Sheriff-Undercover Work Restitution	150.00
100-4-031200-6030	Sheriff-Parts Insurance Claim	2,773.23
100-4-031200-6031	Sheriff-Labor Insurance Claim	1,058.80
100-4-033100-5550	Extradition	806.81
100-4-033100-6002	Jail-Food Supplies Reimbursement for Food	35.00
100-4-053500-7003	CPMT-CSA Pool Program Overpayment	896.10
100-4-082500-6014	Ag Development-Farmer's Mkt Vendor Fees (100-3-000000-189918)	140.00

<b>251-4-353851-6014</b>	<b>WIA-Other Operating Supplies Overpayment</b>	<b>95.80</b>
<b>251-4-353853-6014</b>	<b>WIA-Rent Rent Payments (251-3-000000-150201)</b>	<b>29,053.67</b>
<b>251-4-353878-6014</b>	<b>WIA-Other Operating Supplies Community Impact Grant (251-3-000000-353878)</b>	<b>1,250.00</b>
<b>251-4-353853-6014</b>	<b>WIA-Other Operating Supplies Overpayment</b>	<b>5.00</b>

**TOTAL JUNE EXPENDITURE REFUNDS      \$36,382.42**

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

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b></p> <p>Regional Industrial Facilities Authority (RIFA)- Support Agreement and Resolution</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b></p> <p>Approval of Support Agreement to refinance the Regional Industrial Facilities Authority 2013 bonds in an aggregate principal amount not to exceed \$3,700,000</p> <p><b><u>STAFF CONTACT(S):</u></b> Monday, Van Der Hyde</p>	<p><b><u>AGENDA DATE:</u></b> 7-19-16</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></p> <ol style="list-style-type: none"> <li>1.) Resolution to approve Support Agreement with the Danville-Regional Ind Facilities Authority</li> <li>2.) Support Agreement with the Danville-Regional Ind Facilities Authority</li> </ol> <p><b><u>REVIEWED BY:</u></b> </p>	<p><b><u>ITEM NUMBER:</u></b> 9</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
---	--	---

**BACKGROUND:**

In 2005, the Regional Industrial Facilities Authority (RIFA) issued variable rate revenue bonds in an aggregate principal amount of \$7,300,000 to fund expenses related to developing the Cane Creek Centre. This project was jointly supported by the City of Danville and Pittsylvania County.

**DISCUSSION:**

The City of Danville and Pittsylvania County recently received a credit commitment from Wells Fargo Bank to refinance the 2013 taxable revenue refunding bonds into fixed rate bonds. The principal amount being refinanced at this time is at an amount not to exceed \$3,700,000. The Bank has proposed to purchase taxable bonds at a rate yet to be determined. These bonds will be repaid annually based on appropriations by the County and the City, with the County and the City each being responsible for one-half of such debt service. A Moral Obligation Pledge will be required from both the City of Danville and Pittsylvania County in the form of Support Agreements. This will not add to our existing moral obligations; it will simply replace the existing Support Agreement that will expire with the current Letter of Credit. The RIFA Board approved its resolution to refinance at their Monday, June 11, 2016 meeting. The City of Danville has also passed a similar resolution as the one being presented to you tonight at their July 5, 2016 City Council meeting. The approval of this support agreement is necessary to finalize bank documents before August 1, 2016.

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors approve the attached support agreement and Resolution 2016-07-01.

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF PITTSYLVANIA, VIRGINIA  
APPROVING A SUPPORT AGREEMENT WITH THE DANVILLE-PITTSYLVANIA  
REGIONAL INDUSTRIAL FACILITY AUTHORITY**

**RESOLUTION 2016-07-01**

**WHEREAS**, the County of Pittsylvania, Virginia (the “County”) and the City of Danville, Virginia (the “City”) are jointly developing the Cane Creek Centre (the “Cane Creek Centre”), a 928 acre (more or less) manufacturing industrial center located in the County and owned by the Danville-Pittsylvania Regional Industrial Facility Authority (the “Authority”), to accommodate industries that require large land areas; and

**WHEREAS**, the County and the City, in conjunction with the Authority, financed, as part of the development of Cane Creek Centre, land acquisition, roads, wetland remediation, lot clearing and other capital expenditures in the Cane Creek Centre (collectively, the “Project”); and

**WHEREAS**, the Authority financed the Project, including necessary expenses incidental thereto, by the issuance of its variable rate revenue bonds in an aggregate principal amount of \$7,300,000 in 2005 (the “2005 Bonds”) and refinanced the 2005 Bonds through the issuance of its fixed rate revenue refunding bond in an aggregate principal amount of \$5,595,000 in 2013 (the “2013 Bond”); and

**WHEREAS**, the 2013 Bond matures on August 1, 2016, and the Authority now proposes to undertake the refinancing of the 2013 Bond and pay any necessary expenses incidental thereto through the issuance of its fixed rate revenue refunding bond in an aggregate principal amount not to exceed \$3,700,000 (the “Bond”); and

**WHEREAS**, the principal of, premium, if any, and interest on, the Bond and other costs relating to the issuance thereof (collectively, the “Debt Service”) are to be paid by the Authority from funds that are subject to appropriation in each fiscal year by the County and the City, with the County and the City each being responsible for one-half of such Debt Service; and

**WHEREAS**, in connection with its purchase of the Bond, Wells Fargo Bank, National Association desires that the commitment of the County and City to provide such funds, subject to annual appropriation as described above, be set forth in a Support Agreement, dated as of August 1, 2016 (the “Support Agreement”), between the County and the Authority and in a Support Agreement, dated as of August 1, 2016, between the City and the Authority; and

**WHEREAS**, the Support Agreement has been presented to the Board of Supervisors of the County (the “Board”) in substantially final form;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PITTSYLVANIA, VIRGINIA:**

1. Form and Authorization of Support Agreement. The Support Agreement is hereby approved, with such variations, insertions, changes or deletions (including without limitation changes to the date thereof) as may be approved by the Chairman or the Vice Chairman of the Board or the County Administrator. The execution and delivery of the Support Agreement are hereby authorized.

2. Execution and Delivery of Support Agreement. The Chairman and the Vice Chairman of the Board and the County Administrator, any of whom may act, are each authorized and directed to execute the Support Agreement on behalf of the County. The Clerk and Deputy Clerk of the Board, either of whom may act, are each authorized and directed to affix the seal of the County to the Support Agreement (if required), attest the seal (if required) and deliver the Support Agreement to the other parties thereto.

3. Further Actions. The Chairman and the Vice Chairman of the Board and other officers and agents of the County, including the County Administrator and the Finance Director, are authorized and directed to take such further actions as they deem necessary regarding the execution and delivery of the Support Agreement, including, without limitation, the execution and delivery of any closing documents and certificates with respect to the issuance of the Bond by the Authority. All such actions previously taken by the Chairman, Vice Chairman or such officers and agents are hereby approved, ratified and confirmed.

4. Limitation of Liability of Officials of the County. No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of an officer, employee or agent of the County or Board in his or her individual capacity, and no officer of the County or Board executing the Support Agreement shall be liable personally on the Support Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

5. Effective Date. This Resolution shall take effect immediately.

**CERTIFICATE**

The undersigned Clerk of the County of Pittsylvania, Virginia, does hereby certify that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Board of Supervisors held on July 19, 2016, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing Resolution, a quorum was present. The vote of the members of the Board of Supervisors upon the foregoing Resolution was as follows:

<u>Member</u>	<u>Present/Absent</u>	<u>Vote</u>
Jessie L. Barksdale		
Elton W. Blackstock		
Tim R. Barber		
Robert "Bob" Warren		
Jerry A. Hagerman		
Ronald Scarce		
Joe Davis		

**WITNESS MY HAND** and the seal of the County of Pittsylvania, Virginia, this \_\_\_\_ day of July, 2016.

\_\_\_\_\_  
Clerk, County of Pittsylvania, Virginia

#28727876v1

**SUPPORT AGREEMENT**

**between**

**DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**

**and**

**COUNTY OF PITTSYLVANIA, VIRGINIA**

**Dated as of August 1, 2016**

**NOTE: THIS SUPPORT AGREEMENT HAS BEEN ASSIGNED TO, AND IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, WELLS FARGO BANK, NATIONAL ASSOCIATION.**

TABLE OF CONTENTS

Page

Parties.....1  
Recitals.....1  
Granting Clauses.....1

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions.....2  
Section 1.2. Rules of Construction. ....2

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by Authority. ....3  
Section 2.2. Representations by County. ....4

ARTICLE III

AGREEMENT TO ISSUE BOND

Section 3.1. Agreement to Issue Bond.....5  
Section 3.2. Limitation of Authority’s Liability. ....5  
Section 3.3. Compliance with Agreement. ....5

ARTICLE IV

PAYMENT OBLIGATIONS

Section 4.1. Amounts Payable. ....5  
Section 4.2. Payments Assigned. ....6  
Section 4.3. Obligation Unconditional.....6  
Section 4.4. Appropriations of Annual Payments and Additional Payments. ....6

ARTICLE V

PREPAYMENT

Section 5.1. Prepayment. ....7

ARTICLE VI

PARTICULAR COVENANTS

Section 6.1. Limitation of Liability of Directors, etc. of Authority and County. ....8  
Section 6.2. Use of Proceeds.....8  
Section 6.3. Maintenance of Existence of Authority. ....8  
Section 6.4. County Covenants. ....9

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default. ....9  
Section 7.2. Remedies.....10  
Section 7.3. Reinstatement after Event of Default.....10  
Section 7.4. No Remedy Exclusive.....11  
Section 7.5. No Additional Waiver Implied by One Waiver.....11  
Section 7.6. Attorneys’ Fees and Other Expenses. ....11

ARTICLE VIII

REMEDY FOR NONAPPROPRIATION

Section 8.1. Remedy for Nonappropriation. ....11

ARTICLE IX

AGREEMENT; AMENDMENTS; ASSIGNMENT

Section 9.1. Agreement; Covenants.....12  
Section 9.2. Amendments. ....12  
Section 9.3. Assignment. ....12

ARTICLE X

MISCELLANEOUS

Section 10.1. Notices. ....12  
Section 10.2. Severability. ....13  
Section 10.3. Limited Liability of County.....13  
Section 10.4. Successors and Assigns.....13  
Section 10.5. Counterparts.....13  
Section 10.6. Governing Law. ....13  
Section 10.7. Term of Agreement.....13  
Signatures.....15  
Receipt .....16

**THIS SUPPORT AGREEMENT** dated as of the 1<sup>st</sup> day of August, 2016, by and between the **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the “Authority”), and the **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “County”), provides:

**WITNESSETH:**

**WHEREAS**, the Authority is a political subdivision of the Commonwealth of Virginia duly created pursuant to Chapter 64 of Title 15.2 of the Code of Virginia of 1950, as amended (the “Act”); and

**WHEREAS**, the Act authorizes the Authority to borrow money to pay the costs of real estate and all improvements located in industrial parks intended to be occupied by manufacturing, warehousing, distribution, office or other commercial enterprises; and

**WHEREAS**, in order to further the purposes of the Act, the Authority has previously issued its \$7,300,000 Variable Rate Revenue Bonds (Cane Creek Project), Series 2005 (the “2005 Bonds”) to finance as part of the development of Cane Creek Center as an industrial park, the financing of land acquisition, roads, wetland, remediation, lot clearing and other related capital expenditures, including necessary expenses incidental thereto (collectively, the “Project”); and

**WHEREAS**, in 2013, the Authority refinanced the 2005 Bonds by issuing its \$5,595,000 Revenue Refunding Bond (Cane Creek Project), Series 2013 (the “2013 Bond”); and

**WHEREAS**, the 2013 Bond matures on August 1, 2016, and the Authority now wishes to refinance the 2013 Bond by issuing its Revenue Refunding Bond (Cane Creek Project), Series 2016 in the amount of \$3,700,000 (the “Bond”) pursuant to the terms of a Financing Agreement, dated as of August 1, 2016 (the “Agreement”), between the Authority and Wells Fargo Bank, National Association (the “Bank”); and

**WHEREAS**, the County and the City of Danville, Virginia (the “City”) agree with the desire of the Authority to refinance the 2013 Bond; and

**WHEREAS**, the Bond will be secured by a pledge of the revenues and receipts received by the Authority from payments made by the County pursuant to this Support Agreement and by the City pursuant to a separate support agreement; and

**WHEREAS**, all acts, conditions and things required by law to happen, exist and be performed precedent to and in connection with the execution of and entering into this Support Agreement have happened, exist and have been performed in regular and due time and in form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this Support Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

#### Section 1.1. Definitions.

Unless otherwise defined in this Support Agreement, all words used herein shall have the meanings assigned to such terms in the Agreement. In addition to the words defined in the recitals hereto, the following words as used in this Support Agreement shall have the following meanings unless a different meaning clearly appears from the context:

**“Additional Payment(s)”** shall mean such payment or payments made by the County pursuant to Section 4.1(b) and Section 5.1.

**“Annual Budget”** shall mean the budget by that name referred to in Section 4.4.

**“Annual Payment(s)”** shall mean the payments made by the County under this Support Agreement as set forth in Section 4.1(a), which such payments are equal to one-half of the payments of principal and interest due on the Bond in each Fiscal Year.

**“Basic Documents”** shall mean the Agreement and this Support Agreement.

**“Board”** shall mean the Board of Supervisors of the County.

**“City Support Agreement”** shall mean the Support Agreement, dated as of August 1, 2016, between the City and the Authority, as the same may be supplemented, amended or modified.

**“Event of Default”** shall mean the events enumerated in Section 7.1.

**“Fiscal Year”** shall mean the twelve-month period beginning July 1 of one year and ending on June 30 of the following year, or such other fiscal year of twelve months as may be selected by the County.

**“Support Agreement”** shall mean this Support Agreement, as such Support Agreement may be supplemented, amended or modified.

#### Section 1.2. Rules of Construction.

The following rules shall apply to the construction of this Support Agreement unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the prepayment or calling for prepayment of the Bond shall not be deemed to refer to or connote the payment of the Bond at its stated maturity.

(c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Support Agreement.

(d) The headings herein and Table of Contents to this Support Agreement herein are solely for convenience of reference and shall not constitute a part of this Support Agreement nor shall they affect its meaning, construction or effect.

(e) All references herein to payment of the Bond are references to payment of principal of and premium, if any, and interest on the Bond.

## ARTICLE II

### REPRESENTATIONS

#### Section 2.1. Representations by Authority.

The Authority makes the following representations:

(a) The Authority is a political subdivision of the Commonwealth of Virginia duly created under the Act;

(b) Pursuant to the Act, the Authority has full power and authority to enter into the Basic Documents and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Documents;

(c) The execution, delivery and compliance by the Authority with the terms and conditions of the Basic Documents will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the Authority, or (2) any trust agreement, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or other restriction of any kind to which the Authority or any of its assets is subject;

(d) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the Authority with the terms and conditions of the Basic Documents, except that no representation is made as to the applicability of any Federal or state securities laws; and

(e) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Authority pending or, to the knowledge of the Authority, threatened with respect to (1) the creation and existence of the Authority, (2) its authority to execute and deliver the Basic Documents, (3) the validity or enforceability of the Basic Documents or the Authority's performance of its obligations thereunder, (4) the title of any officer of the Authority executing the Basic Documents, or (5) the ability of the Authority to issue and sell its Bond and refinance the 2013 Bond.

**Section 2.2. Representations by County.**

The County makes the following representations:

- (a) The County is a political subdivision of the Commonwealth of Virginia;
- (b) The County has full power and authority to enter into the Basic Documents to which it is a party and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Documents;
- (c) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;
- (d) The County is not in default under or in violation of, and the execution, delivery and compliance by the County with the terms and conditions of the Basic Documents to which it is a party will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the County or (2) any trust agreement, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation;
- (e) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the County with the terms and conditions of the Basic Documents to which it is a party; and
- (f) There is no litigation at law or in equity or any proceeding before any governmental agency involving the County pending or, to the knowledge of the County, threatened with respect to (1) the authority of the County to execute and deliver the Basic Documents to which it is a party, (2) the validity or enforceability of such Basic Documents or the County's performance of its obligations thereunder, or (3) the title of any officer of the County executing such Basic Documents.
- (g) The Project has been determined to be essential to the County's economic development and future revenue growth, and the Board anticipates that the Project will continue to be essential to the County's economic development and future revenue growth during the term of this Support Agreement.

## ARTICLE III

### AGREEMENT TO ISSUE BOND

#### **Section 3.1. Agreement to Issue Bond.**

The Authority hereby agrees, simultaneously with the execution and delivery hereof, to proceed with the issuance and sale of the Bond, bearing interest, maturing and having the other terms and provisions set forth in the Agreement. The proceeds of the Bond will be used, together with other available funds, to refund the 2013 Bond. Subject to the limitation of Section 4.4, the County agrees to make all Annual Payments and Additional Payments when and as the same shall become due and payable.

#### **Section 3.2. Limitation of Authority's Liability.**

Anything contained in this Support Agreement to the contrary notwithstanding, any obligation the Authority may incur in connection with the issuance of the Bond for the payment of money shall not be deemed to constitute a debt or general obligation of the Authority within any constitutional or statutory limitations, but shall be a limited obligation payable solely from the revenues and receipts derived by it pursuant to this Support Agreement and the City Support Agreement.

#### **Section 3.3. Compliance with Agreement.**

If the County is not in default under this Support Agreement, the Authority, at the request of the County, shall take (a) all steps that may be necessary to effect prepayment under the Agreement and (b) any other action required by the Agreement. By its execution of this Support Agreement, the County acknowledges its approval of all the terms and conditions set forth in the Agreement.

## ARTICLE IV

### PAYMENT OBLIGATIONS

#### **Section 4.1. Amounts Payable.**

(a) (1) Subject to the limitation of Section 4.4, the County shall pay to the Authority or its assignee the Annual Payments. The Annual Payments shall be payable without notice or demand at the address designated by the Bank. In the event of an acceleration of the Bond under the Agreement, the County agrees to pay to the Bank, subject to the limitation of Section 4.4, an amount equal to all Annual Payments payable or to become payable under this Support Agreement to enable the Authority to pay, together with amounts payable under the City Support Agreement, in full the principal of and interest on the Bond.

(2) The Authority, in conjunction with the County and the City, will determine, as part of its budget process, by March 1 of each year the Annual Payment to be requested from, and paid (subject to the limitation of Section 4.4) by, the County for the immediately succeeding fiscal year. In calculating such payments, the Authority shall use the

principal amount (if any) due on the Bond in the succeeding fiscal year. In determining the interest component of the Annual Payment, the Authority shall calculate interest at a rate equal to the actual fixed rate on the Bond.

(b) Subject to the limitation of Section 4.4, the County agrees to make Additional Payments to pay one-half of (1) any expenses incurred by the Authority (including reasonable attorney's fees and expenses) in connection with (A) its obligations under this Support Agreement and the other Basic Documents, (B) the issuance of the Bond and (C) any prepayment of the Bond and (2) all other amounts which the County agrees to pay under the terms of this Support Agreement, but not including Annual Payments.

#### **Section 4.2. Payments Assigned.**

The Authority and the County acknowledge and agree that this Support Agreement and all Annual Payments and Additional Payments (except the rights of the Authority to receive payment of its expenses, to receive notices and to give consents) are assigned by the Agreement to the Bank. The County consents to such assignment and agrees to pay to the Bank all amounts payable by the County that are so assigned.

#### **Section 4.3. Obligation Unconditional.**

Except as otherwise provided in this Support Agreement, including the limitation in Section 4.4, the obligations of the County to make all Annual Payments and Additional Payments and to observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional, irrespective of any right of setoff, recoupment or counterclaim the County may otherwise have against the Authority, and the County shall not suspend or discontinue any such Annual Payment or Additional Payment or fail to observe and perform any of its covenants, conditions and agreements hereunder.

#### **Section 4.4. Appropriations of Annual Payments and Additional Payments.**

While recognizing that it is not empowered to make any binding commitment to make Annual Payments and Additional Payments beyond the current Fiscal Year, the Board in authorizing the execution of this Support Agreement has stated its intent to make annual appropriations sufficient to make the Annual Payments and Additional Payments, and as such it is hereby recognized by the parties hereto that this Support Agreement, to the extent permitted by law, creates strictly a moral obligation of the County to pay such amounts.

Notwithstanding anything in this Support Agreement to the contrary, the County's obligations to pay the cost of performing its obligations under this Support Agreement and the Agreement, including its obligations to pay all Annual Payments and Additional Payments, shall be subject to and dependent upon appropriations being made from time to time by the Board for such purpose; provided, however, that the County Administrator or other officer charged with the responsibility for preparing the County's Annual Budget shall include in the budget for each Fiscal Year as a single appropriation the amount of all Annual Payments and estimated Additional Payments coming due during such Fiscal Year. Throughout the term of this Support Agreement, the County Administrator or other officer charged with the responsibility for preparing the County's Annual Budget shall deliver to the Bank and the Authority within 10

days after the adoption of the Annual Budget for each Fiscal Year, but not later than the beginning of each Fiscal Year, a certificate stating whether an amount equal to the Annual Payments and Additional Payments which will come due during such Fiscal Year has been appropriated by the Board in such budget. If any adopted Annual Budget does not include an appropriation of funds sufficient to pay both Annual Payments and estimated Additional Payments coming due for the relevant Fiscal Year, the Board shall take a roll call vote immediately after adoption of such Annual Budget acknowledging the impact of its failure to appropriate such funds. If, by the beginning of the Fiscal Year, the Board has not appropriated funds for the payment of both Annual Payments and estimated Additional Payments coming due for the then current Fiscal Year, the County Administrator or other officer charged with the responsibility for preparing the County's Annual Budget shall give written notice to the Board of the consequences of such failure to appropriate, including the right of the Bank to accelerate the Annual Payments in accordance with Article VIII, and request the Board to consider a supplemental appropriation for such purposes.

If at any time the Annual Payments as determined pursuant to Section 4.1(a)(2) are insufficient to make one-half of the payments of principal and interest due on the Bond, the Authority (or the Bank as assignee of the Authority) shall notify the County Administrator (or other officer charged with the responsibility for preparing the County's Annual Budget) of the amount of such insufficiency, and the County Administrator shall submit to the Board at its next regularly scheduled meeting or as promptly as practicable, but in any event within 45 days, a request for a supplemental appropriation in the amount necessary to cover such insufficiency.

## **ARTICLE V**

### **PREPAYMENT**

#### **Section 5.1. Prepayment.**

The County shall have the option to prepay any Annual Payments at the times and in the amounts as necessary to enable the Authority to exercise its option to cause the Bond to be prepaid as set forth in such Bond. Such prepayments of Annual Payments shall be made at the times and in the amounts as necessary to accomplish the optional prepayment of the Bond as set forth in such Bond. Upon the exercise of such option, the County shall also pay as Additional Payments, the amounts necessary to pay one-half of the premium, if any, due on the Bond on the date or dates of prepayment.

The County shall direct the Authority to send to the Bank notice of any prepayment of the Bond, such notice to the Bank to specify the prepayment date, the principal amount of the Bond to be redeemed, and the premium, if any. The County shall send to the City a copy of the direction given to the Authority.

## ARTICLE VI

### PARTICULAR COVENANTS

#### **Section 6.1. Limitation of Liability of Directors, etc. of Authority and County.**

No covenant, agreement or obligation contained in this Support Agreement shall be deemed to be a covenant, agreement or obligation of any past, present or future member, officer, director, employee or agent of the Authority in his or her individual capacity, and neither the members of the Authority nor any officer thereof executing this Support Agreement shall be liable personally on this Support Agreement or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No member, director, officer, employee or agent of the Authority shall incur any personal liability with respect to any other action taken by him or her pursuant to this Support Agreement or the Act or any of the transactions contemplated hereby provided that he or she acts in good faith.

No covenant, agreement or obligation contained herein shall be deemed to be a covenant, agreement or obligation of any past, present or future Board member or officer, employee or agent of the County or Board in his or her individual capacity, and neither the members of the Board nor any officer of the County or Board executing this Support Agreement shall be liable personally on this Support Agreement or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No Board member or officer, employee or agent of the County or Board shall incur any personal liability with respect to any action taken by him or her pursuant to this Support Agreement or any of the transactions contemplated hereby, provided that he or she acts in good faith.

#### **Section 6.2. Use of Proceeds.**

The Authority and the County shall use the proceeds of the Bond to refinance the 2013 Bond and pay the costs of issuance of the Bond.

#### **Section 6.3. Maintenance of Existence of Authority.**

Except for the assignment of its rights under this Support Agreement to the Bank pursuant to the Agreement, the Authority agrees that it will not assign, transfer or convey its interest in this Support Agreement or any of the revenues to be derived therefrom. The Authority further agrees that, until the Bond has been paid in full, the Authority will not (a) dissolve or otherwise dispose of all or substantially all of its assets, (b) consolidate with or merge into any authority, corporation, association or other body, (c) permit any other authority, corporation, association or other body to consolidate with or merge into it, (d) act jointly with any other authority, corporation, association or other body (other than the City, the County and the Bank) with respect to the transactions contemplated by this Support Agreement and the Agreement, or (e) take any action or refrain from taking any action which would (i) permit any of the foregoing to be required by operation of law or (ii) which would permit it, or require it by operation of law, to avoid its obligations under this Support Agreement or the Agreement or any other agreement contemplated hereby; provided, however, that nothing contained in this Section shall prevent the consolidation of the Authority with, or the merger of the Authority into, or the

transfer of the interest of the Authority in this Support Agreement as an entirety to, any public corporation whose property and income are not subject to taxation and which has the corporate authority to carry out the transactions contemplated by this Support Agreement and the Agreement, but only on the condition that (A) reasonable prior notice of such consolidation, merger or transfer is given to the City, the County and the Bank, and (B) upon any such consolidation, merger or transfer, the obligation of the Authority to make due and punctual payment of the principal of and prepayment premium, if any, and interest on the Bond and to perform and observe all of the agreements and conditions of this Support Agreement and the Agreement shall be expressly assumed in writing by the corporation resulting from such consolidation or surviving such merger or to which the interest of the Authority in this Support Agreement shall be transferred as an entirety.

**Section 6.4. County Covenants.** To assist the Authority in complying with certain of its obligations under the Basic Documents, the County agrees to provide, in accordance with the specifications provided in the Agreement, (a) notice of any material litigation with respect to the County, (b) copies to the Bank of (1) the County's 2017 Fiscal Year budget, (2) the County's financial statements within 210 days of the end of each of the County's Fiscal Years and (3) future budgets within 60 days of approval, and (c) any notices of any defaults with respect to any general obligation indebtedness or moral obligations of the County. The County also agrees to provide such information as maybe reasonably requested by Bond Counsel in order to comply with any applicable securities disclosure requirements or other applicable laws and regulations.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

#### Section 7.1. Events of Default.

(a) Each of the following events shall be an Event of Default:

(1) Default in the due and punctual payment of an Annual Payment when the same becomes due and payable and continuation of such failure for a period of five business days; or

(2) Failure of the County to pay when due any other payment due under this Support Agreement or to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of 30 days after notice is given, or in the case of any such default that cannot with due diligence be cured within such 30 day period but can be cured within the succeeding 60 days, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(b) The provisions of the foregoing subparagraph (a)(2) are subject to the limitation that if by reason of force majeure the County is unable in whole or in part to perform any of its covenants, conditions or agreements hereunder, the County shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the Commonwealth of

Virginia or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; swarms of boll weevils and plagues of locusts; landslides; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; restraint of government and people; or civil disturbances. The County shall remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County, and the County shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the County not in its best interests.

(c) Notwithstanding anything contained in this Section to the contrary, (1) failure by the County to pay when due any payment required to be made under this Support Agreement or (2) failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Support Agreement, either of which results from failure of the County to appropriate moneys for such purposes, as described in Section 4.4, shall not constitute an Event of Default. Upon any such failure to appropriate, the provisions of Article VIII shall be applicable.

#### **Section 7.2. Remedies.**

Whenever any Event of Default shall have happened and is continuing, the Authority may take any one or more of the following remedial steps, without further demand or notice: (a) declare immediately due and payable the entire unpaid principal balance of the Annual Payments due and thereafter to become due through and including the final installment payment of principal on the Bond or (b) take whatever action at law or in equity may appear necessary or desirable to collect the Annual Payments and Additional Payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Support Agreement. Any amounts received by the Authority pursuant to the foregoing provisions shall be applied first to costs, then to any unpaid interest and then to repayment of principal, and upon payment in full of all amounts due such excess shall be credited to the next Annual Payment to the extent such Annual Payments have not been paid in full. This provision shall survive termination of this Support Agreement.

#### **Section 7.3. Reinstatement after Event of Default.**

Notwithstanding the exercise by the Authority of any remedy granted by Section 7.2, if all overdue Annual Payments, together with any interest thereon, and all Additional Payments shall have been made, and payment on the Bond has not been accelerated or such acceleration has been waived pursuant to the Agreement, then the County's default under this Support Agreement shall be waived without further action by the Authority. Upon such payment and waiver, this Support Agreement shall be fully reinstated and all Annual Payments will be due and payable in accordance with the previously determined schedule.

**Section 7.4. No Remedy Exclusive.**

No remedy conferred by this Support Agreement upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or acquiescence therein, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 7.5. No Additional Waiver Implied by One Waiver.**

Failure by the Authority at any time to require performance by the County of any provision hereof shall in no way affect the Authority's right hereunder to enforce the same, nor shall any waiver by the Authority of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

**Section 7.6. Attorneys' Fees and Other Expenses.**

Subject to the limitation in Section 4.4, the County shall on demand pay to the Authority and the Bank one-half of the reasonable fees of attorneys and other reasonable expenses incurred by either of them in the collection of appropriated, but unpaid, Annual Payments or Additional Payments, or the enforcement of any other obligation of the County, or its agents, upon an Event of Default.

**ARTICLE VIII**

**REMEDY FOR NONAPPROPRIATION**

**Section 8.1. Remedy for Nonappropriation.**

If by June 21 of any year, the Board has failed to appropriate moneys sufficient for the payment of Annual Payments and estimated Additional Payments for the following Fiscal Year, the County Administrator shall give notice to the Authority and the Bank of such failure to appropriate within 5 Business Days thereafter, and if no such appropriation has been made by the beginning of such Fiscal Year, the Authority shall declare immediately due and payable the entire unpaid principal and interest of all Annual Payments due and thereafter to become due through and including the final payment of principal and interest on any portion of the Bond then outstanding.

Nothing contained in this Section shall be construed as affecting or superseding in any manner the provisions of Section 4.4.

## ARTICLE IX

### AGREEMENT; AMENDMENTS; ASSIGNMENT

#### Section 9.1. Agreement; Covenants.

(a) Contemporaneously with the execution of this Support Agreement, the Authority has entered into the Agreement with the Bank. The County shall not be obligated to take any notice of any sale, assignment, reassignment, pledge, mortgage, transfer or other disposition of any interest in this Support Agreement by the Authority, unless such sale, assignment, reassignment, pledge, mortgage, transfer or other disposition is undertaken in accordance with Section 6.3 hereof.

(b) Subject to Section 4.4, the County covenants to take whatever action may be necessary for the Authority to comply with the Authority's covenants under the Agreement.

(c) The County agrees, for the benefit of the holder of the Bond, to do and perform all acts and things contemplated in the Agreement to be done or performed by it. The Authority agrees that it shall not execute or permit any amendment or supplement to the Agreement which affects any right, power or authority of the County under this Support Agreement or requires a revision of this Support Agreement without the prior written consent of the County.

#### Section 9.2. Amendments.

This Support Agreement shall not be supplemented, amended or modified by the parties hereto prior to the payment in full of the Bond, without the consent of the Bank.

#### Section 9.3. Assignment.

Simultaneously with the execution of this Support Agreement, the Authority has entered into the Agreement by which the Authority has assigned all of its rights in and to this Support Agreement (except its rights to receive payment of its expenses, to receive notices and to give consents) to the Bank. The County (a) consents to such assignment, (b) agrees to execute and deliver such further acknowledgments, agreements and other instruments as may be reasonably requested by the Authority or the Bank to effect such assignment, (c) agrees to make all payments due to the Authority under this Support Agreement directly to the Bank (except the Authority's rights to receive payment of its expenses, to receive notices and to give consents), subject to Section 4.4, and (d) agrees to comply fully with the terms of such assignment so long as such assignment is not inconsistent with the provisions hereof.

## ARTICLE X

### MISCELLANEOUS

#### Section 10.1. Notices.

Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have

been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the County, at 1 Center Street, Chatham, Virginia 24531 (Attention: County Administrator), (b) if to the Authority, c/o the City as Fiscal Agent, at 427 Patton Street, Danville, Virginia 24541 (Attention: City Manager) and (c) if to the Bank, 10 South Jefferson Street, 8th Floor, Roanoke, Virginia 24011 (Attention: Government and Institutional Banking). The County, the Authority and the Bank may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

**Section 10.2. Severability.**

If any provision of this Support Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

**Section 10.3. Limited Liability of County.**

Notwithstanding any provision hereof to the contrary, the obligations of the County under this Support Agreement are not general obligations of the County, nor shall they be deemed to be a lending of the credit of the County to the Authority or to any other person or entity and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County. The obligations of the County hereunder are payable solely from amounts that are subject to annual appropriation. No officer, official, employee or agent of the County or Board shall be personally liable on the County's obligations hereunder. The Authority shall not be liable under any circumstances for the actions of the County, as agent for the Authority, or for any actions of the County with respect to the Basic Documents. The Authority shall not be liable under any circumstances for the actions of the Bank under the Basic Documents.

**Section 10.4. Successors and Assigns.**

This Support Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. The Bank is intended to be, and shall be, a third party beneficiary of this Support Agreement.

**Section 10.5. Counterparts.**

This Support Agreement may be executed in any number of counterparts, each of which shall be an original, all of which together shall constitute but one and the same instrument.

**Section 10.6. Governing Law.**

This Support Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

**Section 10.7. Term of Agreement.**

This Support Agreement shall commence on the date of issuance of the Bond and will terminate on the date that no portion of the Bond is outstanding.

**IN WITNESS WHEREOF**, the parties have caused this Support Agreement to be duly executed and effective as of the 1<sup>st</sup> day of August, 2016, by their duly authorized representatives.

**DANVILLE-PITTSYLVANIA REGIONAL  
INDUSTRIAL FACILITY AUTHORITY**

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

**COUNTY OF PITTSYLVANIA, VIRGINIA**

By: \_\_\_\_\_  
County Administrator

**Seen and agreed to:**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as holder of the Bond

By: \_\_\_\_\_  
Senior Vice President

[SIGNATURE PAGE TO COUNTY SUPPORT AGREEMENT]

**RECEIPT**

Receipt of the foregoing original counterpart of the Support Agreement dated as of August 1, 2016, between the Danville-Pittsylvania Regional Industrial Facility Authority and the County of Pittsylvania, Virginia, is hereby acknowledged.

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as holder of the Bond

By: \_\_\_\_\_  
Senior Vice President

28727858v1

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

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> Virginia Retirement System, Hazardous Duty Benefits	<b><u>AGENDA DATE:</u></b> 07-19-2016	<b><u>ITEM NUMBER:</u></b> 10
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Approve effective 9-1-16	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b> Mr. Monday; Mrs. Van Der Hyde, Ms. Jordan	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>
	<b><u>ATTACHMENTS:</u></b> 1. Hazardous Duty Actuarial Study 2. VRS Hazardous Duty Resolution #2016-07-02 3. Information Summary	
	<b><u>REVIEWED BY:</u></b> 	

**BACKGROUND:**

Pittsylvania County is continuously evaluating ways to ensure benefits provide value and remain competitive for its current and prospective employees within the confines of a fiscally challenging budget. In addition to retaining qualified talent, Pittsylvania County must position itself, competitively, to attract qualified talent in today's market. In March 2016, Pittsylvania County requested an actuarial study for enhanced hazardous duty benefits for Virginia Retirement System (VRS) covered full-time positions. The enhanced hazardous duty benefits will be afforded to other hazardous duty positions that are not receiving the hazardous duty benefits law enforcement positions receive. The study conducted by Cavanaugh Macdonald Consulting is included with its findings for firefighters and emergency medical technicians.

**DISCUSSION:**

Currently, three positions were identified as meeting the requirements as defined by the Code of Virginia. The total cost for this change equates to roughly \$18,432 for FY 2017, which is based on an increased VRS rate of .14% on all covered VRS positions in the County. Vacancy savings will be utilized to fund this increase for FY 2017.

**RECOMMENDATION:**

Staff recommends the Board of Supervisors adopt Resolution 2016-07-02 to provide the enhanced hazardous duty benefits to full-time VRS covered positions as defined by Title 51.1, Chapter 1, Article 5 of the Code of Virginia for firefighters and emergency medical technicians.



# Cavanaugh Macdonald

CONSULTING, LLC

*The experience and dedication you deserve*

Fire & EMT

May 17, 2016

Mr. Clarence Monday  
County Administrator  
Pittsylvania County  
1 Center Street  
Chatham, VA 24531

**Pittsylvania County (55171) - Cost Study for Enhanced Benefits for Hazardous Duty Positions with 1.70%**

Dear Mr. Monday:

As requested, we have evaluated the impact of providing benefits to full-time firefighters and EMTs of Pittsylvania County participating in the Virginia Retirement System under the enhanced hazardous duty benefit provisions for firefighters and EMTs of Subsection B of § 51.1-138 of the Code of Virginia with a 1.70% benefit multiplier.

In the attached exhibit, we present a summary comparing the current benefits. Members hired prior to July 1, 2010 and vested prior to January 1, 2013 are in Plan 1, while members hired after July 1, 2010 or not vested as of January 1, 2013 are in Plan 2. Members with non-hazardous duty benefits employed on or after January 1, 2014 are in the Hybrid Plan.

Our study is based on the data and actuarial assumptions and methods used in the June 30, 2015 actuarial valuation for Pittsylvania County. VRS provided us with data identifying 3 employees eligible for the proposed benefits. In the table below, we present a summary of the data used to estimate the impact of providing enhanced hazardous duty benefits:

3550 Busbee Pkwy, Suite 250, Kennesaw, GA 30144

Phone (678) 388-1700 • Fax (678) 388-1730

[www.CavMacConsulting.com](http://www.CavMacConsulting.com)

Offices in Englewood, CO • Kennesaw, GA • Bellevue, NE



Mr. Clarence Monday  
May 17, 2016  
Page 2

Fire & EMT

	Data Summary 6/30/2015 Valuation	Data Summary with Study Data
Active Members		
Plan 1 General Members	137	134
Plan 2 General Members	59	59
Hybrid General Members	26	26
Plan 1 LEO Members	72	75
Plan 2 LEO Members	46	46
Total Active Members	340	340

In the table below, we present the estimated cost to provide the proposed benefits outlined on the previous page for all eligible employees. The Estimated First Year Employer Cost in column (2) represents the total cost of granting enhanced benefits to the 3 eligible employees with a 1.70% benefit multiplier.



Mr. Clarence Monday  
 May 17, 2016  
 Page 3

Fire & EMT

	(1)	(2)
	6/30/2015 Valuation Results	6/30/2015 Valuation Results with 1.70% Hazardous Duty Benefits for Firefighters & EMTs
Number of Actives	340	340
Total Payroll	\$13,165,911	\$13,165,911
Actuarial Accrued Liability	\$61,541,371	\$61,758,830
Actuarial Value of Assets	\$54,512,079	\$54,512,079
Unfunded Actuarial Accrued Liability	\$7,029,292	\$7,246,751
Gross Normal Cost	\$1,488,017	\$1,493,413
Gross Normal Cost Rate	11.53%	11.56%
Less Member Contribution Rate	(4.94%)	(4.94%)
Unfunded Accrued Liability Rate	2.65%	2.76%
Administrative Expenses	0.27%	0.27%
DC Match for Hybrid Members	<u>0.07%</u>	<u>0.07%</u>
Employer Estimated Cost Rate	9.58%	9.72%
Employer Estimated Cost Rate <i>Change</i>		0.14%
Estimated First Year Employer Cost <i>Increase</i> Based on Total Payroll		\$18,432
Funded Status	88.58%	88.27%

The contribution rates presented in the table above are a percentage of the total payroll for active members in the plan.

The estimated costs shown above are based on the Pittsylvania County plan census data and estimated financial position as of July 1, 2015. Please note that the costs will fluctuate in the future as the plan's data and financial conditions change. If the calculation is redone in the future with different data, plan assets and/or measurement date, the results will change. It is important to keep in mind that future plan experience (e.g., pay increases, turnover and retirement patterns, and the addition of new members) will not match the actuarial assumptions exactly. The deviations of actual from expected plan experience will produce actuarial experience gains and losses which will impact the total employer contribution rate and the cost estimate presented above.



Mr. Clarence Monday  
May 17, 2016  
Page 4

Fire & EMT

The undersigned is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jose I. Fernandez', with a long horizontal flourish extending to the right.

Jose I. Fernandez ASA, FCA, MAAA, EA  
Principal and Consulting Actuary

Copies to:     ZaeAnne Allen (VRS)  
                  Rory Badura (VRS)  
                  Cynthia Wilkinson (VRS)  
                  Andrew Feagans (VRS)

S:\2016\Virginia Retirement Systems\Studies - Locals\Pittsylvania County - Fire 170\ST2016PittsylvaniaCounty\_FireBenefits.doc



**VIRGINIA RETIREMENT SYSTEM  
SUMMARY OF BENEFIT PROVISIONS**

	Non-Hazardous Duty Employees (Non LEO, Fire and or EMT)		Hazardous Duty Employees (LEO, Fire and or EMT)	
	Plan 1 (Vested as of 1/1/2013)	Plan 2 (Non-Vested as of 1/1/2013 and new members after that date until 1/1/2014)	Hybrid (Hired on or after 1/1/2014 or by member election)	Plan 1 (Vested as of 1/1/2013)
Normal retirement eligibility	Age 65 with at least 5 years of service	Normal Social Security Retirement Age with at least 5 years of service	Normal Social Security Retirement Age with at least 5 years of service	Age 60 with at least 5 years of service
Early retirement eligibility	Age 50 with at least 10 years of service, or age 55 with at least 5 years of service	Age 60 with at least 5 years of service	Age 60 with at least 5 years of service	Age 50 with at least 5 years of service
Early retirement reduction	Benefit reduced for each year retirement age is before age 65 or for each year service at retirement is less than 30, whichever provides greater benefit	Benefit reduced for each year retirement age is before Normal Social Security Retirement Age	Benefit reduced for each year retirement age is before Normal Social Security Retirement Age	Benefit reduced for each year retirement age is before age 60 or for each year service at retirement is less than 25, whichever provides greater benefit
Unreduced Early Retirement	Age 50 with at least 30 years of service	Age plus service equals 90 points	Age plus service equals 90 points	Age 50 with at least 25 years of service
Final Average Compensation	Average of the employee's 36 highest consecutive months of creditable compensation	Average of the employee's 60 highest consecutive months of creditable compensation	Average of the employee's 60 highest consecutive months of creditable compensation	Average of the employee's 60 highest consecutive months of creditable compensation
Benefit Multiplier	1.70%	1.65% (1.70% for service before 1/1/2013)	1.00%	1.70% or 1.85%
Cost-of-Living-Adjustment (COLA)	COLA increase on July 1 of the second calendar year after retirement. Automatic COLA increase is calculated as the first 3% of the CPI plus half of each percent from 3% to 7%, maximum COLA of 5%	COLA increase on July 1 of the second calendar year after retirement. Automatic COLA increase is calculated as the first 2% of the CPI plus half of each percent from 2% to 10%, maximum COLA of 6%	COLA increase on July 1 of the second calendar year after retirement. Automatic COLA increase is calculated as the first 2% of the CPI plus half of each percent from 2% to 10%, maximum COLA of 6%	COLA increase on July 1 of the second calendar year after retirement. Automatic COLA increase is calculated as the first 2% of the CPI plus half of each percent from 2% to 10%, maximum COLA of 6%
Employee Contributions	5% to DB plan	5% to DB plan	4% to DB plan and 1% to DC plan. Can contribute up to 5% to DC plan.	5% to DB plan
Annual supplement from date of retirement to Social Security normal retirement age	No	No	No	Yes

**BE IT HEREBY RESOLVED** that the Pittsylvania County Board of Supervisors of Pittsylvania County, Virginia, a political subdivision currently participating in the Virginia Retirement System under Title 51.1, Chapter 1, Article 5 of the Code of Virginia, as amended, acting by and through its Pittsylvania County Board of Supervisors does hereby elect to have such employees of the Pittsylvania County who are employed in positions as full time salaried Fire Fighters/Emergency Medical Technicians and whose tenure is not restricted as to temporary or provisional appointment, to become eligible, effective 9-1-2016, to be provided benefits in the Virginia Retirement System equivalent to those provided for State police officers of the Department of State Police, as set out in Section 51.1-138 of the Code of Virginia, in lieu of the benefits that would otherwise be provided as such code has been or may be amended from time to time, and the Pittsylvania County Board of Supervisors agrees to pay the employer cost for providing such employees such benefits.

**BE IT FURTHER RESOLVED** that Clarence Monday, Pittsylvania County Administrator, and Rebecca Flippen, Deputy Clerk, are hereby authorized and directed in the name of the Pittsylvania County to execute any required contract in order that the above described employees of the Pittsylvania County may become entitled to retirement benefits equivalent to those provided for State police officers of the Department of State Police. In execution of any contract which may be required the seal of the Pittsylvania County shall be affixed and attested by the Clerk and, said officers of the Pittsylvania County are hereby authorized and directed to do any other thing, or things, incident and necessary in the lawful conclusion of this matter. The Treasurer of the Pittsylvania County be, and is hereby authorized and directed and pay over to the Treasurer of Virginia from time to time such sums as are to be paid by the Pittsylvania County and its employees for this purpose.

CERTIFICATE

I, \_\_\_\_\_, Clerk of the Pittsylvania County of Pittsylvania, Virginia, certify that the foregoing is a true and correct copy of the resolution passed at a lawfully organized meeting of the Pittsylvania County Board of Supervisors held at \_\_\_\_\_, Virginia, at \_\_\_\_\_ o'clock p.m. on \_\_\_\_\_, 20\_\_\_\_.

Given under my hand and seal of the Clerk of the Pittsylvania County this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

### **Audience: SPORS, VaLORS, and Political Subdivision Employees Eligible for Enhanced Hazardous Duty Coverage**

---

#### **General**

**Q. Are hazardous duty benefits the same for all employers?**

A. Not necessarily. Although many employers offer the same benefits, benefits can vary by employer. Employees should understand that hazardous duty benefits may change when accepting a position with a different employer.

**Q. How do employees know what hazardous duty benefits their employer offers?**

A. Benefits may vary by employer, such as eligibility for the hazardous duty supplement and the retirement multiplier. Employees should check with their employer to determine which hazardous duty benefits they are eligible for (if any).

Employers can use *myVRS* Navigator to view the specific benefits their organization offers. The employer would select Organization from the main menu, then select the Plan Name link in the Organization Plan Summary panel. Once on the Org Plan Maintenance screen, the employer would select the Benefits tab to view the benefits information.

#### **Retirement Eligibility**

**Q. When can employees in hazardous duty positions retire?**

A. Members in State Police Officers' Retirement System (SPORS) and Virginia Law Officers' Retirement System (VaLORS) covered positions, as well as political subdivision employees eligible for enhanced hazardous duty coverage, may retire with an unreduced retirement benefit when they are at least age 50 and have at least 25 years of creditable service or when they are at least age 60 and have at least 5 years of creditable service. They may retire with a reduced retirement benefit at age 50 with at least 5 years of creditable service.

In order to retire with hazardous duty benefits, the member must accumulate at least 5 years of creditable service or a combination of service as a member in the VaLORS, SPORS, or while covered under enhanced benefits for political subdivision employees in hazardous duty positions.

However, if a SPORS member, a VaLORS member or a member eligible for enhanced hazardous duty coverage was in service on June 30<sup>th</sup> and July 1<sup>st</sup> 2002, the 5 years of creditable service can be from one or all of the hazardous duty plans, but may also include regular VRS coverage, as well as service in the Judicial Retirement System (JRS).

**Q. Is there a mandatory retirement age?**

A. Members covered under SPORS must retire within 60 days of reaching age 70. Political subdivision employees who are eligible for enhanced hazardous duty coverage must also retire within 60 days of reaching age 70, or they may be reassigned to a position that is not reported for hazardous duty benefits or they may move to a VaLORS covered position. Political subdivision employees eligible for enhanced hazardous duty coverage, e.g., elected officials (such as sheriffs), as well as regional jail or jail farm superintendents and individuals appointed by the governor, are exempt from this requirement. For those members who change positions, retirement benefits will be determined based on the retirement plan that is specific to the new position. For example: If a state police officer covered under SPORS Plan 2 transfers to a non-hazardous duty position with the Department of State Police, he will be covered under VRS Plan 2.

VaLORS members do not have a mandatory retirement age.

### Hazardous Duty Supplement

**Q. What is the hazardous duty supplement?**

A. The hazardous duty supplement is a dollar amount added to a member's monthly retirement payment for a specified period of time.

**Q. Who's eligible for the hazardous duty supplement?**

- A. The following members who meet the criteria outlined below are eligible for the hazardous duty supplement:
- Members who are covered by SPORS who have 20 years or more of hazardous duty service.
  - VaLORS members who were hired prior to July 1, 2001, and elected to retain the supplement with 1.7% multiplier in lieu of the 2.0% multiplier with no supplement, and who have 20 years or more of hazardous duty service.
  - Political subdivision employees in hazardous duty positions with an employer who has elected to offer the benefit, and who has 20 years or more of hazardous duty service.

Under the *Code of Virginia*, sheriffs, regional jail superintendents and officers, and jail farm superintendents and officers, are eligible for the hazardous duty supplement. Deputy sheriffs are also eligible under the *Code of Virginia*, however, if the employer provides a comparable benefit, the employer may elect not to provide supplement eligibility under VRS.

Eligible members must be credited with at least 20 years of hazardous duty creditable service when employed in a position covered under VaLORS, SPORS, in a hazardous duty covered position with a political subdivision providing enhanced benefits or when the employee was in a hazardous duty position with a VRS participating employer prior to leaving a SPORS, VaLORS or hazardous duty position with a political subdivision offering the enhanced benefits.

Eligible members who are retiring from SPORS, VaLORS, or a position with a political subdivision covered under enhanced hazardous duty benefits with a membership date prior to July 1, 1974, and who are retiring on an immediate annuity from their SPORS, VaLORS or hazardous duty position with a political subdivision that has elected to provide enhanced benefits, are also eligible for the hazardous duty supplement. However, VaLORS members with a 2.0% multiplier are not eligible for the supplement, regardless of the number of years of hazardous duty creditable service.

**Q. Are all employees covered under VaLORS eligible for the hazardous duty supplement?**

A. VaLORS members who were hired or rehired on or after July 1, 2001 are not eligible. VaLORS members hired before July 1, 2001, who elected to have their service retirement benefit calculated with a higher multiplier are not eligible.

**Q. How long is the hazardous duty supplement paid?**

A. The hazardous duty supplement begins when the member retires and is paid until age 65 for eligible VaLORS-covered members, or normal Social Security retirement age for SPORS members and political subdivision employees who are eligible for enhanced hazardous duty benefits.

(Beneficiaries and survivors are not eligible for the supplement.)

**Q. Does the purchase of prior service count towards the 20 year requirement for the hazardous duty supplement?**

A. Only certain types of purchased prior service count towards the 20 year requirement for the hazardous duty supplement:

- Prior service credit for refunded SPORS, VaLORS or enhanced hazardous duty service with a political subdivision or eligible periods of leave while covered under enhanced hazardous duty benefits, SPORS or VaLORS
- Ported service if the period of time ported to VRS represents service as a sworn law enforcement officer comparably hazardous to that of a state police officer, firefighter, emergency medical technician (EMT) or deputy sheriff
- Non-covered service, eligible periods of leave and refund periods representing service with a VRS participating employer in a hazardous duty position as a sworn law enforcement officer comparably hazardous to that of a state police officer, firefighter, EMT or deputy sheriff provided the employee is later covered under SPORS, VaLORS or enhanced hazardous duty benefits with a political subdivision

Other types of prior service, such as active duty military service or hazardous duty service with a non-VRS participating employer, do not count towards eligibility for the supplement.

Members can learn more about purchasing eligible prior service credit by referring to their member handbook.

**Q. Is the supplement paid if a member takes disability retirement?**

A. No. The supplement isn't paid to disability retirees.

**Q. What forms are required to be completed in order to receive the hazardous duty supplement?**

A. The Certification of Hazardous Duty form (VRS-77) must be completed to certify service in a hazardous duty position with a VRS participating political subdivision and for members covered under VaLORS at some point during their career.

### Service Retirement Benefit Multipliers

**Q. What multiplier is used to calculate the service retirement benefit of a SPORS member?**

A. A 1.85% multiplier is used to calculate a SPORS member's service retirement benefit.

**Q. What multiplier is used to calculate the service retirement benefit of a VaLORS member?**

A. VaLORS members who were hired or rehired on or after July 1, 2001 will have their service retirement benefit calculated with a 2.0% multiplier and are not eligible for the hazardous duty supplement. VaLORS members who were hired prior to July 1, 2001 made an irrevocable decision: retain the 1.7% service retirement multiplier and eligibility for the hazardous duty supplement or opt for the higher 2.0% multiplier with no hazardous duty supplement.

**Q. How is a service retirement benefit calculated for a VaLORS member covered with the 2.0% multiplier who also has non-hazardous service?**

A. When a VaLORS member retires with both non-hazardous service and 2.0% VaLORS service, the benefit is calculated using the 2.0% multiplier for all hazardous service and the 1.7% multiplier for the non-hazardous (VRS or JRS) service.

*Example: Wanda was hired into her VaLORS-covered position in 2003, after spending 15 years in a VRS-covered position. When she retired in 2013, her 10 years of VaLORS service was calculated with the 2.0% multiplier and her 15 years of VRS service was calculated with a 1.7% multiplier.*

**Q. What multiplier is used to calculate the service retirement benefit of a political subdivision employee with enhanced hazardous duty benefits?**

A. A political subdivision may elect to provide its employees eligible for enhanced hazardous duty coverage a service retirement multiplier of 1.85%. If the employer has not made this election, the multiplier is 1.7%.

- Q. Can the multiplier for the sheriff of a locality be different than the multiplier for deputy sheriffs?**
- A. Yes. Sheriffs receive a 1.85% multiplier. The deputy sheriffs receive a 1.7% multiplier unless the locality has elected to provide the 1.85%.

### **Special Circumstances for Leaving and Returning to Hazardous Duty Positions or Transferring between Hazardous Duty Positions**

(Note: see [Transferring between Hazardous Duty Positions](#))

- Q. What happens to a member's eligibility for the hazardous duty supplement if he transfers to a non-hazardous duty position?**
- A. If a member has met the requirement of being credited with at least 20 years of hazardous duty prior to assuming his non-hazardous position and he has not yet reached the age at which payments would end (age 65 for eligible VaLORS-covered employees and normal Social Security retirement age for employees covered by SPORS or political subdivision employees eligible for enhanced hazardous duty coverage), the member will receive a hazardous duty supplement in addition to a retirement benefit when he retires from his VRS or JRS position.

***Example:** John was a state trooper for 23 years when he decided to take a new position with the Department of Education. When he retires from the Department of Education, he will receive the hazardous duty supplement, provided he has not yet reached his normal Social Security retirement age.*

- Q. If a member was in a VaLORS-covered position prior to July 1, 2001, and elected to retain the 1.7% multiplier with the hazardous duty supplement, what happens if he leaves his position and return to a VaLORS-covered position in the future?**
- A. If a member leaves a VaLORS-covered position and then returns at after July 1, 2001, the election that he made prior to July 1, 2001, to retain eligibility for the 1.7% multiplier with the hazardous duty supplement will no longer be valid. The *Code of Virginia* states that if a member is hired or rehired in a VaLORS-covered position on or after July 1, 2001, the multiplier in his service retirement calculation will be 2.0%, and he is not eligible for the hazardous duty supplement.

***Example:** Lorna was serving in a VaLORS-covered position in early 2001 and elected to retain her 1.7% multiplier and eligibility for the hazardous duty supplement. She left her position in 2003 for a position with her local school division. She returned to a VaLORS-covered position in 2005. Since she was rehired after July 1, 2001, her retirement benefit will be calculated with a 2.0% multiplier, and she will not be eligible for the hazardous duty supplement.*

**Q. What happens if a member moves from a SPORS-covered position or a position with a political subdivision that is eligible for enhanced hazardous duty coverage to a VaLORS-covered position?**

A. If a member moves to a VaLORS-covered position after July 1, 2001 and retires under VaLORS provisions, the multiplier used in his service retirement calculation will be 2.0%, and he will not be eligible for the hazardous duty supplement.

*Example: Frank, a deputy sheriff with 20 years of hazardous service as of 2014, has decided to take a VaLORS-covered position. He will no longer be eligible for the hazardous duty supplement. His service retirement benefit will be calculated with the higher 2.0% multiplier.*

**Q. What happens if a member transfers from a VaLORS-covered position to one that is covered by SPORS?**

A. If a member moves from a VaLORS-covered position to one covered by SPORS and retires under SPORS provisions, the multiplier used in his service retirement calculation will be 1.85% and service rendered in his VaLORS positions will count towards the 20 year eligibility requirement for the hazardous duty supplement.

*Example: Juan left his VaLORS-covered position for a state trooper position, covered under SPORS. If he retires from his SPORS-covered position, his service retirement multiplier will be 1.85%, and he will be eligible for the hazardous duty supplement. His service rendered in a VaLORS-covered position will count towards the 20 year requirement for the supplement.*

**Q. What happens if a member moves from a VaLORS-covered position to a position with a political subdivision that is eligible for enhanced hazardous duty coverage?**

A. If a member moves from a VaLORS-covered position to a position with a political subdivision that provides enhanced hazardous duty coverage and retires from that employer, the multiplier used in his service retirement calculation will be either 1.85% or 1.7%, depending on the employer's election. Service rendered in the VaLORS position will count towards the 20 year eligibility requirement for the hazardous duty supplement. The employer must have elected to provide the hazardous duty supplement to eligible employees.

*Example: Janice was serving in a VaLORS-covered position when she decided to take a sheriff's deputy position in her county. Her county has elected to provide its employees in hazardous duty positions with a 1.85% multiplier and a hazardous duty supplement. When she retires, her retirement benefit will be calculated with a multiplier of 1.85%, and she will be eligible for the supplement. The service rendered in her VaLORS position would count towards meeting the 20 year eligibility requirement for the supplement.*

- Q. When a member moves from a VaLORS covered position covered with the 2.0% multiplier and no supplement to a position as a state police officer or a hazardous duty position with a political subdivision providing the supplement, how is the former 2.0% service treated?**
- A.** The multiplier applied will be 1.85% unless the position is with an employer that has not elected the 1.85% multiplier, in which case the multiplier applied to the service will be 1.7%. This service will now count toward eligibility for the supplement.
- Q. If a member left a position that became covered under VaLORS prior to October 1, 1999 when VaLORS was created, will that service count toward the supplement?**
- A.** If the member retires from a SPORS or hazardous duty covered position, the service will be counted toward the hazardous duty supplement.



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

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Health Insurance Renewal</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b></p> <ol style="list-style-type: none"> <li>1.) Discussion of Health Insurance Renewal at an increase of 14.9%</li> <li>2.) Approval of the use of the employee health fund to continue to pay approximately 3% of health insurance premiums</li> <li>3.) Approval to increase the employer contribution to \$6,498.12 annually (an increase of \$360.00 per covered employee)</li> <li>4.) Approval to fund \$500 for each employee choosing the new Health Savings Account (HSA) health insurance plan</li> </ol> <p><b><u>STAFF CONTACT(S):</u></b> Monday, VanDerHyde, Jordan</p>	<p><b><u>AGENDA DATE:</u></b> 7-19-16</p> <p><b><u>ITEM NUMBER:</u></b> 11</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>                      <b><u>INFORMATION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> 1.) Health Insurance Comparison</p> <p><b><u>REVIEWED BY:</u></b></p> <div style="text-align: center; margin-top: 20px;">  </div>
---	--

**BACKGROUND:**

Anthem Blue Cross Blue Shield is the County's health insurance provider for employees. The County recently received renewal rates from Anthem.

**DISCUSSION:**

- 1.) The Health Insurance Committee, which includes members from the School Board, the County, the Town of Gretna, Pittsylvania County Service Authority (PCSA) and Social Services met on June 2, 2016 concerning our health insurance renewal and the proposed increase. The renewal rates from Anthem include a 14.9% increase over the rates used for FY2016. **It was determined at this meeting that it would be in our best interest to include a third health insurance plan in order to offer a more affordable option for employees.** This plan is the Lumenos Health Savings Account (HSA), which is a high deductible plan attached with the availability of a health savings account to help offset health care costs. This deductible is \$3,000 annually as compared to our other two plans – the Keycare 500 plan, which has a \$500 deductible and the Keycare 30 plan, which has a \$1,000 deductible. The new plan would cost employees \$24.94 per month for employee only coverage.

- 2.) Currently, the Employee Health Fund pays roughly 3% of the health insurance premium. The Health Committee decided that it was in the best interest of the employees for the fund to continue to pay this 3% amount. This continued arrangement would require roughly \$315,000 based on the current enrollment. The Employee Health Fund is a separate fund that exists to account for the health and dental transactions of the County's self-insurance health and dental plans and can only be used for this purpose. The Employee Health Fund had a balance of \$3,857,701.17 as of 5/31/16. A five year analysis of this account showed that the fund had increased by over \$1 million during this timeframe. The strategy for the use of the Employee Health Fund is evaluated annually. The health insurance committee reviews the Employee Health Fund balance to see the current trends of the fund, to determine the possibility of using the fund to lessen the impact of major increases on our employees and to insure that sufficient funds exist to cover the County's health and dental liabilities for the coming plan year.
- 3.) Currently, the Board of Supervisors pays 100% of the employee's share of the KeyCare 30 insurance plan. The Board pays \$6,138.12 annually per covered employee. This annual amount would increase by \$360.00 per covered employee. **It is important to note that even with this increased employer contribution, employees will now be responsible for paying a portion of their health insurance regardless of the plan that they choose.** A rate increase was already anticipated when preparing the 2017 budget so funds have already been appropriated to cover the proposed increase in the employer contribution.
- 4.) As an incentive for employees to migrate to the HSA Health Insurance plan, we would like for the Board of Supervisors to also consider contributing \$500 to an HSA account for each employee choosing this plan. This would be a one time only incentive for this year and will be re-evaluated following this pilot period. Based on the trend in the market, the County's insurance advisor anticipates that roughly 10% of current enrollees will choose the new plan. We believe that based on this data, the cost would be no more than \$15,000. We would like to carry this money over from funds remaining in the FY 2016 budget, funds that were already budgeted for expenditure of health insurance coverage.

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors approve an employer contribution of \$6,498.12 annually for all enrolled County employees and to add the optional high deductible health plan with a \$500 HSA contribution in the FY2017 plan year and to support the Health Insurance Committee's recommendation to continue to pay 3% of the health insurance premium from the Employee Health Fund. (A carryover of funds request will be brought back to the Board for consideration at a later time for the HSA contribution.)

## Health Insurance Comparison

	Current Employer Contribution	Proposed Employer Contribution
<b>Pittsylvania County Health Plans</b>		
Annual Contribution	6,138.12	6,498.12
Monthly Contribution	511.51	541.51
<b>KeyCare 500-Per Month Cost</b>		
Cost for Employee Only Coverage	59.96	117.64
Additional Cost to Employees Over Current Year		<b>57.68</b>
<b>KeyCare 30-Per Month Cost</b>		
Cost for Employee Only Coverage	-	48.75
Additional Cost to Employees Over Current Year		<b>48.75</b>
<b>HSA Plan-Per Month-NEW PLAN Cost</b>		
Cost for Employee Only Coverage	-	24.94
Additional Cost to Employees Over Current Year		<b>24.94</b>

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Animal Shelter Project</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Animal Shelter Project: Bids and Next Steps</p> <p><b><u>STAFF CONTACT(S):</u></b> Mr. Monday; Mr. Hawker; Mr. Narron; Mr. Boswell; and Ms. Gibson</p>	<p><b><u>AGENDA DATE:</u></b> 07-19-2016</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> None at this time: Bid Sheets will be distributed to the Board when available</p> <p><b><u>REVIEWED BY:</u></b> </p>	<p><b><u>ITEM NUMBER:</u></b> 12</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
---	--	--

**BACKGROUND:**

Bids for a County Animal Shelter were due on July 12, 2016. Four (4) bids were submitted, including prices for the base Scope of Work and alternate projects that could be selected by the Board. The County Administrator will discuss bids with the Board at the Board meeting.

**DISCUSSION:**

Now that the cost for building an Animal Shelter is known, decisions need to be made, including:

- 1) Will the Board authorize expenditure of funds for this purpose?
- 2) Will any alternate(s) projects be selected?
- 3) Are there fundraising opportunities available to help offset current costs, and if the Board opts to build the facility, short and long-term fundraising will be important.

County staff has been contacted by the Executive Director of the Community Foundation of the Dan River Region (the "Foundation"), who has expressed preliminary interest in the Foundation serving as fiscal agent for donations to pass through, for now and in the future, for a new Animal Shelter. The Foundation would not actually conduct fundraising; instead, actual fund solicitation would be up to a committee or advisory group, in coordination with the County's Shelter Manager.

**RECOMMENDATION:**

Staff recommends:

- 1) The Board referring this matter to the Animal Welfare Facility Committee for further consideration and recommendation(s); and
- 2) Authorize the County Administrator to work with the Foundation's Executive Director in preparing a draft agreement for the Foundation to serve as Fiscal Agent and to bring such agreement back to the Committee and/or Board for further consideration.

# APPOINTMENTS

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**  
**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> Upcoming Term Appointments	<b><u>AGENDA DATE:</u></b> 07-19-2016	<b><u>ITEM NUMBER:</u></b> 13
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Upcoming Term Appointments	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b> Mr. Monday	<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>	

**DISCUSSION:**

**(a) (a) Danville Community College Board of Trustees:**

Ms. Lisette Jordan has been nominated as one the Pittsylvania County representatives on this Board. This is a 4-year term. The new term would begin July 1, 2016 and end June 30, 2020.

**(b) Pittsylvania County Public Library Board of Trustees:**

Debra Dockery currently serves as one the Westover District representative on this Board. This is a 4-year term and Ms. Dockery is eligible for re-appointment and has been nominated by Mr. Scarce for re-appointment. The new term would begin July 1, 2016 and end June 30, 2020.

**(c) Pittsylvania County Board of Assessors:**

The Pittsylvania County Board of Assessors assists the hired assessment contractor in assessing all real estate in the locality. Meeting dates, time and location are determined by the Reassessment Contractor. The Board of Assessors is composed of a maximum of seven (7) members appointed by the Board of Supervisor, one (1) from each electoral district and must live in the district that he/she represents.

Any remaining vacancies will need to be filled by the July 19, 2016 Board meeting as the potential date for training is August 8, 2016.

- (a) Westover District
- (b) Gretna Banister District
- (c) Jimmy Robertson- Staunton River District

**(c) Proposed Travel & Tourism Advisory Board:**

This is a proposed board that will be comprised of 3 members appointed by the Pittsylvania County Board of Supervisors; three members appointed by the Danville City Council; and three members appointed by the Danville-Pittsylvania County Chamber of Commerce. Once the Board is formed, an additional 3 at-large appointments will be made by the Travel & Tourism Advisory Board. Attached is a description sheet.

- (1) Alisa Davis has been nominated by Mr. Warren; and
- (2) Diane Anderson has been nominated by Mr. Blackstock to serve on the Tourism Advisory Board.

**RECOMMENDATION:**

Staff submits this to the Board of Supervisors for their review and consideration. Separate motions would need to be made for each appointment.

## PROPOSED TRAVEL & TOURISM ADVISORY BOARD

Three (3) Members appointed by:	Danville City Council
Three (3) Members appointed by:	Pittsylvania County Board of Supervisors
Three (3) Members appointed by:	Danville Pittsylvania County Chamber of Commerce
Up to Three (3) Members appointed by:	Advisory Board as at-large members

### Public/Private Representation:

- Danville City Council and the Pittsylvania County Board of Supervisors should appoint at least one member from the private sector.
- The Danville Pittsylvania County Chamber of Commerce should appoint at least two members from the private sector.
- The at-large members should come from the private sector.

### Diversity of Representation:

- The majority of Advisory Board members should represent the private sector.
- The Advisory Board should have at least one representative each from accommodations and from restaurants.
- The Advisory Board should have at least two representatives from attractions, museums, entertainment, and/or recreation.

### Terms:

- Board terms will normally be three (3) years for appointments by Danville City Council, Pittsylvania County Board of Supervisors, and the Danville Pittsylvania County Chamber of Commerce. Initially, each group will designate one member each for a one-year, two-year, and three-year term in order for terms to be staggered in future years.
- At-large members will serve one-year terms.
- Board members will not be able to serve more than six (6) consecutive years until they have been off of the Board for at least one year.

### Leadership:

The Advisory Board will elect a Chair and a Vice Chair.

**REPORTS FROM  
BOARD  
MEMBERS**

# **REPORTS FROM LEGAL COUNSEL**

**REPORTS FROM  
COUNTY  
ADMINISTRATOR**

# PITTSYLVANIA COUNTY

## VIRGINIA

Darrell W. Dalton, Director of Buildings &  
Properties  
Building & Grounds Department  
51 N. Main St.  
P.O. Box 426  
Chatham, Virginia 24531  
E-mail: darrell.dalton@pittgov.org



Phone (434) 432-1768  
Fax (434) 432-7714  
Gretna/Hurt (434) 656-6211  
Bachelors Hall/Whitmell (434) 797-95.

### MEMORANDUM

To: Otis S. Hawker, Assistant County Administrator

From: Kaylyn McCluster, Administrative Assistant III, County Administration *Kaylyn McCluster*

Date: July 14, 2016

Subject: **COMPLETED WORK ORDERS – JUNE 2016**

Attached please find a listing, by department, of completed work orders for the month of June. This list does not reflect work orders in progress but not yet completed, actual expenses incurred, or routine maintenance necessary for the smooth operation of the County facilities. However, it does reflect the total number of man-hours.

Presently, there are approximately 17 work orders still outstanding.

If you have any questions concerning this, please do not hesitate to contact me.

KM  
Attachment

cc: Clarence Monday, County Administrator  
Darrell W. Dalton, Superintendent of Building & Grounds

BUILDING & GROUNDS MAINTENANCE  
WORK ORDERS COMPLETED FOR MONTH OF JUNE 2016

	NO. W/O	MAN-HOURS
ANIMAL CONTROL	5	15
ARMORY		
A S C S / EXTENSION / USDA-FSA		
BOARD OF SUPERVISORS		
BUILDING & GROUNDS	1	2
BUILDING INSPECTIONS		
CAPTAIN MARTIN BLDG	5	7
CENTRAL ACCOUNTING		
CENTRAL PURCHASING		
CIRCUIT COURT	8	13
CLERK OF COURT	3	6
CODE COMPLIANCE (PLANNING COMMISSION & ZONING)	1	2
COMMISSIONER OF REVENUE	5	18
COMMONWEALTH ATTORNEY	2	5
COMPACTOR SITE		
COUNTY ADMINISTRATOR AND ASST. COUNTY ADMIN.	1	1
COUNTY ATTORNEY		
COURTHOUSE (1968 ANNEX)	2	6
COURTHOUSE (EDWIN R. SHIELDS)	1	2
CSA - CPMB		
DEPOT BUILDING	3	7
EMERGENCY 911 FACILITY		
ENVIRONMENTAL HEALTH		
FINANCE		
FIRE MARSHAL		
GENERAL DISTRICT COURT	4	6
GRANTS ADMINISTRATION		
HEALTH DEPARTMENT	1	2
HUMAN RESOURCES	1	2
HUMAN SERVICES FACILITY		
INDUSTRIAL PARKS		
INFORMATION TECHNOLOGY	2	4
JAIL	48	47
JUVENILE & DOMESTIC COURT	6	19
JUVENILE & DOMESTIC COURT SERVICES UNIT	3	12
LANDFILL		
LIBRARY		
LITERACY		
MAGISTRATE	1	4
MOSES BUILDING	2	4
OLD DOMINION AG. COMPLEX		
PCED BUILDING		
PURCHASING		
REASSESSMENT		
RECREATION: RAIL-TRAIL & WAYSIDE PARK		
RECREATIONAL		
REGISTRAR-VOTING PRECINCTS		
SHERIFF	2	2
SOCIAL SERVICES	5	7
TREASURER	1	1
VICTIM WITNESS		
OTHER: 4380 BERRY HILL RD		
RINGGOLD DEPOT		
CALLANDS CLERKS OFFICE		
OLD BLAIRS SCHOOL		
DAN RIVER MIDDLE SCHOOL TOWER		
KENTUCK WALKING TRAIL		
TOTAL WORK ORDERS COMPLETED - JUNE 2016	113	194
YEAR TO DATE 07/01/2015 - 06/30/2016	968	1,509

# PITTSYLVANIA COUNTY

## VIRGINIA

Otis Hawker, Interim  
 County Administrator  
 P.O. Box 426  
 Chatham, Virginia 24531  
 e-mail: dsleeper@pittgov.org



Phone (434) 432-7710  
 Fax (434) 432-7714  
 Gretna/Hurt (434) 656-6211

### MEMORANDUM

**To:** Otis S. Hawker, Assistant County Administrator  
**From:** Pete Boswell., Chief Animal Control Officer  
**Date:** June 28, 2016 , **Subject:** **Animal Control Activity Report**

During the period of June 1, 2016\_, through June 28, 2016\_, the Animal Control Officers responded to calls;306 and 97 follow up calls as per Pete Boswell, Chief Animal Control Officer, resulting in the following:

Description	Number	Remarks
<b>Animals taken into custody:</b>	113	
<b>Dogs</b>	48	
<b>Cats</b>	65	
<b>Other</b>	0	
<b>Animals on hand at month end</b>	24	
<b>Animals dispatched</b>	3	
<b>Licenses checked</b>	61	
<b>Court cases</b>	12	
<b>Summons</b>	10	
<b>Animals Adopted</b>	13	
<b>Animals returned to owners</b>	09	
<b>Cats taken to the Humane Society</b>	53	
<b>Animals Transferred</b>	13	8-FCHS 1 lap 3 DAHS
<b>Injured animals picked up</b>	1	
<b>Animals found in traps</b>	49	
<b>Exposures: Human/Saliva</b>	0	
<b>Exposures: Dogs/Cats/Wildlife</b>	0	
<b>Dog Bites</b>	2	
<b>Cat Bites</b>	0	
<b>Cruelty Checks</b>	2	
<b>Well-being Checks</b>	16	
<b>Cat/Dog Fights</b>	1	
<b>Investigated killings by dogs/cats</b>	0	
<b>Investigate killings by Coyotes</b>	0	

**If you have any questions concerning this, please do not hesitate to contact me.**

# PITTSYLVANIA COUNTY

## VIRGINIA

Otis Hawker, Interim  
 County Administrator  
 P.O. Box 426  
 Chatham, Virginia 24531  
 e-mail: dsleeper@pittgov.org



Phone (434) 432-7710  
 Fax (434) 432-7714  
 Gretna/Hurt (434) 656-6211

### MEMORANDUM

**To:** Otis S. Hawker, Assistant County Administrator  
**From:** Pete Boswell., Chief Animal Control Officer  
**Date:** June 28, 2016  
**Subject:** **Conservators of the Peace  
 Solid Waste Monitoring Report**

The Animal Control Officers whom have been appointed to the position of Conservators of the Peace monitoring solid waste sites in Pittsylvania County, as per Pete Boswell, Chief Animal Control Officer, for the period of June 1,2016 through, June28,2016

Description	Number	Remarks
Total hours monitored	5.5 hrs	
Vehicles entering sites	33	
Vehicles checked	6	
Summons' issued	0	
Court Cases	0	
Convictions	0	

If you have any questions concerning this, please do not hesitate to contact me.

**PITTSYLVANIA COUNTY CODE COMPLIANCE  
MONTHLY REPORT & FEES  
June 2016**

**TYPES OF PERMITS**

88	BUILDING PERMIT FEES COLLECTED	\$6,806.66
88	LEVY COLLECTED	\$136.31
0	SUBDIVISION FEES COLLECTED	\$0.00
19	ZONING PERMIT FEES COLLECTED	\$90.00
0	REINSPECTION FEES COLLECTED	\$0.00
6	LAND DISTURBING FEES COLLECTED	\$60.00
201	TOTAL FEES COLLECTED	\$7,092.97

**MONTHLY BUILDING VALUES**

4	NEW DWELLINGS	\$888,762.00
4	MOBILE HOMES/OFFICE TRAILERS	80,500.00
2	DOUBLE-WIDE MOBILE HOMES	156,950.00
3	MODULAR	504,745.00
13	COMMERCIAL CONSTRUCTION	203,524.00
62	MISCELLANEOUS	514,706.00
88	TOTAL	\$2,349,187.00
	NONTAXABLE: \$1,103,680.00	\$15,434,416.00

**MONTHLY ACTIVITY REPORT**

NUMBER OF BUILDING INSPECTIONS MADE	236
NUMBER OF REJECTIONS OF WORK	39
NUMBER OF E & S INSPECTIONS	45
NUMBER OF MILES INSPECTORS TRAVELED	3,739

**MONTHLY ZONING FEES**

1	REZONING FEES COLLECTED	\$167.45
1	SPECIAL USE PERMIT FEES COLLECTED	194.41
0	VARIANCE & APPEAL FEES COLLECTED	0.00
0	APPEALS	0.00
2	TOTAL	\$361.86

Respectfully Submitted,

*Odie H. Shelton, Jr.*  
Odie H. Shelton, Jr.  
Director of Code Compliance/  
Zoning Administrator

# **ADJOURNMENT**