

Public Display

BOARD PACKET
BOARD OF SUPERVISORS
ADJOURNED MEETING
October 18, 2016



**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
ADJOURNED MEETING
TUESDAY, OCTOBER 18, 2016
GENERAL DISTRICT COURTROOM
11 BANK STREET, CHATHAM, VA 24531**

AGENDA

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

-
3. Moment of Silence
 4. Pledge of Allegiance
 5. Items to be added to the Agenda

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

APPROVAL OF AGENDA

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

HEARING OF CITIZENS

CONSENT AGENDA

6. (a) Resolution – Logan Mills; National Tractor Operator Award – *Pages 12-13*
(b) Resolution – Tunstall High School – Blue Ribbon Award– *Pages 14-15*

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

Recipients of these Resolutions will be present to accept following approval of the Consent Agenda due to it being a school night.

PUBLIC HEARINGS

Rezoning Cases

Case 1: S & B Associates – Tunstall Election District R-16-025

M-1, Industrial District, Light Industry to M-2, Industrial District, Heavy Industry

Open: _____ *Close:* _____

Speakers: _____

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

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

Roll Call Vote

	Y	N	A	<i>Comments:</i> _____
Barber				_____
Hagerman				_____
Blackstock				_____
Searce				_____
Davis				_____
Warren				_____
Barksdale				_____

(Roll Call Vote Y or N)

Case 2: Barbara R. Moorefield & Shere M. Mayhew – Staunton River Election District R-16-026

R-1, Residential Suburban Subdivision District & B-2, Business District, General to A-1, Agricultural District

Open: _____ *Close:* _____

Speakers: _____

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

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

Roll Call Vote

	Y	N	A	<i>Comments:</i> _____
Barber				_____
Hagerman				_____
Blackstock				_____
Searce				_____
Davis				_____
Warren				_____
Barksdale				_____

(Roll Call Vote Y or N)

UNFINIHSED BUSINESS

- 7. Expenditure Refunds for September 2016: *Motion was made by Mr. Barber, seconded by Mr. Warren, which required a 10-Day Layover that has now been met. **Requires a Roll Call Vote** – Pages 18-21*

Roll Call Vote

	Y	N	A	<i>Comments:</i> _____
Barber				_____
Hagerman				_____
Blackstock				_____
Searce				_____
Davis				_____
Warren				_____
Barksdale				_____

(Roll Call Vote Y or N)

NEW BUSINESS

8. Workforce Investment Act (WIA) – The Harvest Foundation Grant *Requires a Roll Call Vote* – Pages 23-30

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

Roll Call Vote

Y N A

Comments: _____

Barber
Hagerman
Blackstock
Searce
Davis
Warren
Barksdale

(Roll Call Vote Y or N)

-
9. Department of Social Services – Additional State Funds – Pages 31-32

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

-
10. Resolution to Amend FY2016/17 Budget following methodology amendment to Merchant’s Capital Tax *Requires a Roll Call Vote* – Pages 33-44

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

Roll Call Vote

Y N A

Comments: _____

Barber
Hagerman
Blackstock
Searce
Davis
Warren
Barksdale

(Roll Call Vote Y or N)

-
11. Pittsylvania County Schools – Bus Lease – Pages 45-81

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

12. Tobacco Regional Opportunity Fund Grant (TROF) – Runk and Pratt – **Page 82**

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

Roll Call Vote

Comments: _____

Y N A

Barber
Hagerman
Blackstock
Scearce
Davis
Warren
Barksdale

(Roll Call Vote Y or N)

13. Award Construction Contract – Mt. Tabor Compactor Site – **Pages 83-85**

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

14. Naming Rights on County Property – **Pages 86-90**

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

15. Virginia Association of Counties (VACo) Voting Credentials – **Pages 91-94**

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

16. Refund Request – Lighttower Fiber Networks II, LLC – **Pages 95-98**

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

APPOINTMENTS

17. Western Virginia Emergency Medical Services (WVEMS) Council Board of Directors - Pittsylvania County Representative – **Pages 100-101**

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. Letter from James “Mack” Doss – *Page 107*

CLOSED SESSION

Time Entered in Closed Session: _____

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

19. (a) 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 §2.2-3711(A)(5)
Subject: Project Little Light
Purpose: Discussion of Potential Economic Development Incentive Package

- (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 §§ 2.2-3711(A)(5)
Subject: Project Emoji
Purpose: Discussion concerning a prospective business or industry where no previous announcement has been made of the business’ or industry’s interest in locating its facilities in the community

RETURN TO OPEN SESSION

Motion to return to Open Session:

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

Time Returned to Open Session: _____

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

BE IT RESOLVED that at the Meeting of the Pittsylvania County Board of Supervisors on October 18, 2016, the Board hereby certifies by a recorded vote that to the best of each board member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed or considered in the closed meeting. If any member believes that there was a departure from the requirements of the Code, he shall so state prior to the vote indicating the substance of the departure. The statement shall be recorded in the minutes of the Board.

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

ADJOURNMENT

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

Time: _____

TO BE ADDED

HEARING OF CITIZENS

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Resolution of Recognition : Logan Mills; 2016 National FFA Safe Tractor Operator's Contest	<u>AGENDA DATE:</u> 10-18-2016	<u>ITEM NUMBER:</u> 6(a)
<u>SUBJECT/PROPOSAL/REQUEST:</u> Resolution of Recognition	<u>ACTION:</u>	<u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Mr. Monday	<u>CONSENT AGENDA:</u> <u>ACTION:</u> Yes	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> Resolution 2016-10-02	
	<u>REVIEWED BY:</u> 	

BACKGROUND:

DISCUSSION:

Attached hereto is Resolution 2016-10-02, recognizing Chatham High School student, Logan Mills' achievement in winning the 2016 National FFA Safe Tractor Operator's Contest. Logan Mills will be present at the Board's meeting to accept the resolution.

RECOMMENDATION:

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

CONSENT AGENDA

Pittsylvania County Board of Supervisors

RESOLUTION

2016-10-02

LOGAN MILLS

*Winner of the 2016 Future Farmers of America
National Tractor Operator Contest*

VIRGINIA: At the adjourned meeting of the Pittsylvania County Board of Supervisors held on October 18, 2016, in the General District Courtroom of the Edwin R. Shields Courthouse Addition, the following resolution was presented and adopted:

WHEREAS, Logan Mills, son of Robert and Cindy Mills, is a resident of the Callands community in Pittsylvania County, and a sophomore at Chatham High School in the Future Farmers of America (FFA) program; and

WHEREAS, on April 15, 2016 Logan Mills was named the state champion in the state FFA Tractor Operator's Contest, earning him the opportunity to compete in the national contest held at Big E in Massachusetts in September 2016; and;

WHEREAS, through the efforts of many months of practice and dedication, at the national contest held in September, Logan Mills was named the 2016 FFA National Champion Tractor Operator; and

WHEREAS, Logan Mills carries on a Mills family tradition of FFA membership, and of winning FFA sponsored competitions. Logan Mills performed admirably throughout his competition, bringing recognition not only to himself but to his family's tradition, his school and its FFA Program, and to Pittsylvania County; then

BE IT RESOLVED, that the Pittsylvania County Board of Supervisors expresses its congratulations and admiration to Logan Mills on becoming the 2016 FFA National Champion Tractor Operator; and

BE IT FURTHER RESOLVED that a copy of this resolution be presented to Logan Mills.

Given under my hand this 18th day of October, 2016.

Jessie L. Barksdale, Chairman
Pittsylvania County Board of Supervisors

Clarence C. Monday, Clerk
Pittsylvania County Board of Supervisors

**PITTSYLVANIA COUNTY
Board of Supervisors**

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Resolution of Recognition : Tunall High School becoming BLUE RIBBON School	<u>AGENDA DATE:</u> 10-18-2016	<u>ITEM NUMBER:</u> 6(b)
<u>SUBJECT/PROPOSAL/REQUEST:</u> Resolution of Recognition	<u>ACTION:</u>	<u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Mr. Monday	<u>CONSENT AGENDA:</u> <u>ACTION:</u> Yes	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> Resolution 2016-10-03	
	<u>REVIEWED BY:</u> <i>GV</i>	

BACKGROUND:

DISCUSSION:

Attached hereto is Resolution 2016-10-03, recognizing Tunstall High School's achievement in becoming a BLUE RIBBON School . Representatives from Tunstall High School will be present to accept the resolution.

RECOMMENDATION:

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

Pittsylvania County Board of Supervisors

RESOLUTION

2016-10-03

TUNSTALL HIGH SCHOOL 2016 NATIONAL BLUE RIBBON SCHOOL

VIRGINIA: At the adjourned meeting of the Pittsylvania County Board of Supervisors held on October 18, 2016, in the General District Courtroom of the Edwin R. Shields Courthouse Addition, the following resolution was presented and adopted:

WHEREAS, Tunstall High School, located in the Tunstall Electoral District and part of the Pittsylvania County Public Schools system, has been named as a National BLUE RIBBON School, the only school in the State of Virginia to receive this prestigious award; and

WHEREAS, seven schools were nominated in Virginia and Tunstall High School was the only high school selected for this honor; and;

WHEREAS, of the 329 public and private schools nationally selected as National BLUE RIBBON Schools, only 54 recipients were high schools, making Tunstall High School's selection even more impressive; and

WHEREAS, as a BLUE RIBBON School recipient in the Exemplary High Performing Schools category, Tunstall High School is among Virginia's highest performing schools as measured by state assessments or nationally normed test; and

WHEREAS, this award affirms the hard work of students, educators, families, and communities in creating a safe and welcoming place at Tunstall High School where students master challenging content, and is a symbol of exemplary teaching and learning; and

WHEREAS, in achieving this level of educational excellence, Tunstall High School has become a shining star of Pittsylvania County, bringing positive national recognition to our superlative educators and students, our Tunstall community, and to our County; then

BE IT RESOLVED, that the Pittsylvania County Board of Supervisors expresses its congratulations and admiration to Tunstall High School being named a 2016 National BLUE RIBBON School; and

BE IT FURTHER RESOLVED that a copy of this resolution be presented to representatives from Tunstall High School.

Given under my hand this 18th day of October, 2016.

Jessie L. Barksdale, Chairman
Pittsylvania County Board of Supervisors

Clarence C. Monday, Clerk
Pittsylvania County Board of Supervisors

PUBLIC HEARING

UNFINISHED BUSINESS

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u></p> <p>Expenditure Refunds for September 2016-<i>Motion made by Mr. Barber and seconded by Mr. Warren and has now met the 10-day layover requirement. Requires a roll vote.</i></p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u></p> <p>Budget Amendment for expenditure refunds</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p>	<p><u>AGENDA DATE:</u> 10-18-16</p> <p><u>ITEM NUMBER:</u> 7</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u></p> <p style="padding-left: 20px;"><u>ACTION:</u> <u>INFORMATION:</u></p> <p><u>ATTACHMENTS:</u> Expenditures Refunds Memo</p> <p><u>REVIEWED BY:</u> </p>
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BACKGROUND:

DISCUSSION:

Attached is a list of expenditure refunds for the month of September 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 \$122,739.99 as follows: \$100.00 to Clerk of Court-Copier Lease, \$232.39 to Sheriff-Subsistence & Lodging (100-4-031200-5530), \$200.00 to Sheriff-Undercover Work (100-4-031200-6024), \$2,093.51 to VFD-Communication Equipment, \$10,293.28 to E911-Telephone (100-4-035500-5230), \$800.00 to Recreation-Field Maintenance (100-4-071100-6006), \$1,282.00 to Library-Office Supplies (100-4-073100-6001), \$65.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$300.38 to WIA-Office Supplies (251-4-353661-6001), \$107,373.43 to WIA-Rent (251-4-353853-6014). MOTION MADE BY MR. BARBER AND SECONDED BY MR. WARREN AND HAS NOW MET THE 10-DAY LAYOVER REQUIREMENT. REQUIRES A ROLL VOTE.

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u></p> <p>Expenditure Refunds for September 2016-<i>Requires a motion and a 10-day layover.</i></p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u></p> <p>Budget Amendment for expenditure refunds</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p> <p><u>BACKGROUND:</u></p>	<p><u>AGENDA DATE:</u> 10-03-16</p> <p><u>ITEM NUMBER:</u> 10</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u> <u>INFORMATION:</u></p> <p><u>ATTACHMENTS:</u> Expenditures Refunds Memo</p> <p><u>REVIEWED BY:</u> </p>
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DISCUSSION:

Attached is a list of expenditure refunds for the month of September 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 \$122,739.99 as follows: \$100.00 to Clerk of Court-Copier Lease, \$232.39 to Sheriff-Subsistence & Lodging (100-4-031200-5530), \$200.00 to Sheriff-Undercover Work (100-4-031200-6024), \$2,093.51 to VFD-Communication Equipment, \$10,293.28 to E911-Telephone (100-4-035500-5230), \$800.00 to Recreation-Field Maintenance (100-4-071100-6006), \$1,282.00 to Library-Office Supplies (100-4-073100-6001), \$65.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$300.38 to WIA-Office Supplies (251-4-353661-6001), \$107,373.43 to WIA-Rent (251-4-353853-6014). THIS ITEM REQUIRES A MOTION AND A 10-DAY LAYOVER.

PITTSYLVANIA COUNTY

VIRGINIA

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



Phone (434) 432-7740
Fax (434) 432-7746
Gretna/Hurt (434) 656-6211
Bachelors Hall/Whitmell (434) 797-9550

MEMO TO: Clarence C. Monday
County Administrator

FROM: Kim Van Der Hyde *KVH*
Finance Director

SUBJECT: September Expenditure Refunds

DATE: September 27, 2016

The list below shows all expenditure refunds that were sent to the Finance Department during the month of September. 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	232.39
100-4-031200-6024	Sheriff-Undercover Work Restitution	200.00
100-4-032200-6004	VFD-Communication Equipment Reimbursement-Hurt VFD	2,093.51
100-4-035500-5230	E911-Telephone Reimbursement	10,293.28
100-4-071100-6006	Recreation-Field Maintenance Reimbursement-Dan River Youth Football Booster, Inc.	800.00
100-4-073100-6001	Library-Office Supplies Donation	1,282.00
100-4-082500-6014	Ag Development-Farmer's Market Vendor Fees (100-3-000000-189918)	65.00
251-4-353661-6001	WIA-Office Supplies Reimbursement	300.38

251-4-353853-6014 WIA-Rent 107,373.43
Rent Payments (251-3-000000-150201)

TOTAL SEPTEMBER EXPENDITURE REFUNDS \$122,739.99

NEW BUSINESS

PITTSYLVANIA COUNTY

Board of Supervisors

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Workforce Investment Act (WIA)-The Harvest Foundation Grant- <i>This item requires a motion and a roll call vote.</i>	<u>AGENDA DATE:</u> 10-18-16	<u>ITEM NUMBER:</u> 8
<u>SUBJECT/PROPOSAL/REQUEST:</u> Appropriation of the Harvest Foundation Grant for the Work Force Investment Act (WIA) Fund	<u>ACTION:</u> Yes	<u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Monday, VanDerHyde	<u>CONSENT AGENDA:</u> <u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> The Harvest Foundation Grant Agreement The Harvest Foundation Project Budget	
	<u>REVIEWED BY:</u> 	

BACKGROUND:

DISCUSSION:

Pittsylvania County received an award notification from the Harvest Foundation to be used by the Workforce Investment Board for a Home for the Holidays Job Grant. The total of the grant is \$10,000.00 and will be used to help promote job opportunities in the region. The monies will be used to create a website that will not only show job opportunities but will also include cost of living calculators, links to real estate listings and recreational activities in the area. This website will be used in advance to promote a job fair that will be held during the holidays. A budget breakdown is also attached showing how these funds will be spent. This grant does not require a monetary local match.

RECOMMENDATION:

Staff recommends that the Board of Supervisors approve and appropriate a total of \$10,000.00 as set forth in the attached project budget to the WIA Fund. THIS ITEM REQUIRES A MOTION AND A ROLL CALL VOTE.

**Pick Up the Pace!
Project Budget**

Organization Name: West Piedmont Workforce Investmen Project Title: Home for the Holidays Job Date: 8/29/16

Budget Categories	Project Detail <i>(click for description)</i>	Harvest Foundation Requested Funding <i>(click for description)</i>	Other Funding <i>(click for description)</i>	Total Project Budget
Salaries				-
Staff time for employer outreach	Estimated in-kind staff contribution to conduct outreach to identify local jobs		1,500	1,500
Staff time for event outreach	Estimated in-kind staff contribution develop marketing plan, create ads, place ads, evaluate and improve ad performance		1,500	1,500
				-
Subtotal Salaries		-	3,000	3,000
Fringe Benefits				-
Staff fringe for employer outreach			525	525
Staff fringe for event outreach			525	525
				-
Subtotal Fringe Benefits		-	1,050	1,050
Contracted Services				-
Website Design and Development	To contract with Chatmoss Web Systems to design and develop a website that will promote the available jobs in the region, include cost of living calculators, links to real estate listings and recreational activities. The website will be promoted in advance, so that individuals can review the material in advance of the actual event.	3,500		3,500
				-
Subtotal Contracted Services		3,500		3,500
Organizational Development				-
				-
				-
Subtotal Organizational Development				-
Office Operations				-
				-
Subtotal Office Operations				-
Program Operations				-
Outreach	Outreach will be through organic social media (Facebook, event page on FB, twitter), paid ads on social media, paid weekly ad in the Bulletin (this is a listing of the next three shows on the Rives schedule that runs every Thursday on the Cultural Calendar page), a preview story in the Martinsville Bulletin the week of the concert, eblasts to the Arts at the Rives email list and the Rooster Walk email list, and we'd list the show on www.RivesTheatre.org and www.RoosterWalk.com. The WPWIB also has \$10,000 a month in free Google AdWords advertising. A campaign will be created for this specific event.	4,580	8,000	12,580
Refreshments	Light food and drinks will be provided during the networking reception occurring before the concert.	820		820
Concert Entry	Free admission to the concert will be provided to those that arrive during the networking hour.	900		900
Rives Theater Rental		200		200
				-
Subtotal Program Operations		6,500	8,000	14,500
Transportation				-
				-
Subtotal Transportation				-
Other				-
				-
Subtotal Other				-
TOTAL		10,000	12,050	22,050



the **harvest** foundation

September 20, 2016

Philip Wenkstern
Project Administrator
West Piedmont Workforce Investment Board
P. O. Box 4043
914 Brookdale Street
Martinsville, VA 24115

Dear Philip:

The Harvest Foundation is pleased to award a grant in the amount of \$10,000 to West Piedmont Workforce Investment Board for the program entitled Home for the Holidays.

The attached grant agreement outlines the Foundation's expectations and conditions for release of funds under this 3 month grant for the Home for the Holidays Job Fair Program. The Foundation reserves the right to withhold payment and/or reduce the amount of the grant award if any requirements are not met.

The grant is subject to the terms as outlined in the enclosed Grant Agreement. Upon review and approval, **please have the appropriate authorized officials sign both copies of the Grant Agreement. Return a signed original copy to The Harvest Foundation by October 7, 2016 and retain a signed copy for your files.**

We are very pleased to have the opportunity to support you in your efforts to make Martinsville and Henry County the community of choice. We wish you much success and look forward to hearing from you about your progress, challenges, and lessons learned. If you have any questions, please do not hesitate to contact me as your program officer.

Sincerely,

DeWitt House
Senior Program Officer

fostered by the spirit of the people



Grant Agreement

This grant(s) from The Harvest Foundation to West Piedmont Workforce Investment Board (Grantee) is solely for the purpose(s) as described in your proposal dated 9/2/16, including any subsequent approved revisions and agreed upon outcomes and is subject to your acceptance of the conditions specified below. This Agreement will be effective when signed by an authorized representative of your organization and a signed original is received by The Harvest Foundation.

Request ID#	568		
Grantee	West Piedmont Workforce Investment Board		
Grant Terms	3 Months		
Grant Dates	9/30/2016 to 12/29/2016		
Grant Amount	\$10,000		
Grant Request Title	Home for the Holidays Job Fair		
Fiscal Sponsor Name (if applicable)			
Program Officer	DeWitt House		
Payment Schedule	10/7/2016	\$10,000.00	Scheduled
	<p><i>Please note that the first payment is pending receipt of the executed Grant Agreement and any special conditions listed below. Subsequent payments are contingent upon receipt and approval of progress and financial reports.</i></p>		
Reporting Schedule	3/1/2017	Final Report including Financials	
	<ol style="list-style-type: none"> 1. A data base will be created from the participants at the Home for the Holidays Job Fair 2. A plan will be developed for the website including how to update the information on an annual basis 		



1. EXEMPT STATUS / IRS DETERMINATION

The Grantee has furnished documentation to The Harvest Foundation that confirms that the Grantee qualifies under the Internal Revenue Code as a tax-exempt organization. The Grantee shall give immediate notice to The Harvest Foundation of any change in such status. (If the Grantee has a fiscal sponsor, see Section 8.)

The Harvest Foundation requests that it be promptly notified if and when there is a change in the following:

- 1) Grantee's key personnel;
- 2) Grantee's address or contact information; and
- 3) Any development that significantly affects the operation of the organization.

2. EXPENDITURE OF GRANT FUNDS

This grant is solely for the purpose(s) as described in your recent proposal, including any subsequent approved revisions and agreed upon outcomes (in the Outcomes Matrix), and this Grant Agreement. Grant funds may not be expended for any other purpose without prior written approval by The Harvest Foundation.

Permission to make significant changes to the approved budget (no reallocations between budget categories or reallocations within budget categories that are greater than 5% of the total category), must be requested in writing, and The Harvest Foundation's written approval obtained before any changes are implemented. All variance requests must be submitted through the Foundation's online system.

Grant funds may not be used to influence or participate in public elections or lobby public officials as outlined within the Internal Revenue Code.

The Grantee agrees to indemnify and hold harmless The Harvest Foundation for any expenses, costs or damages it may incur as a result of the implementation of the grant.

Effective January, 1, 2009 The Harvest Foundation became a private foundation; therefore, any grant received may be subject to restriction when determining a Grantee's public support calculation.

3. REPORTING REQUIREMENTS

In accordance with the reporting schedule listed in this Grant Agreement, the Grantee shall furnish to The Harvest Foundation the required deliverables, reports on the progress of the grant and targeted outcomes, including updated financials. Subsequent payments are contingent upon receipt and approval of progress and financial reports.

The Grantee is required to use The Harvest Foundation online reporting process to complete progress and final reports including financial reports, unless otherwise notified. A reminder will be sent four weeks prior to the due date of all reports and will include instructions for accessing the online report.



The Harvest Foundation requires that the Grantee:

- Maintain a file of all reports submitted to The Harvest Foundation;
- Provide a copy of any audited financial statements covering any portion of this grant.
 - Be transparent in reporting all other forms of support and willing to demonstrate how the project/initiative will be sustained after Foundation's funding ends.

The Grantee will provide:

- Reports, documents and any additional information as The Harvest Foundation may request;
- Reasonable access to The Harvest Foundation staff, and its representatives, during regular business hours to files, records, accounts or personnel that are associated with this grant.

4. PUBLIC INFORMATION AND USE OF INFORMATION

The Harvest Foundation must approve any press release, poster, flyer, print ad, etc. that is being sent to the media and/or public prior to dissemination. Also, whenever possible and appropriate, The Harvest Foundation name and logo should be used on all program related materials including books, t-shirts, and website. The Harvest Foundation's Director of Communications, Latala Hodges, should be consulted on decisions related to public information and use of The Harvest Foundation logo.

The Harvest Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs provided, the grantee logo or trademark, or other information or materials about West Piedmont Workforce Investment Board and its activities, in the Harvest Foundation's periodic public reports, newsletters and press releases.

5. UNEXPENDED FUNDS

Any unexpended portion of the grant shall be repaid to The Harvest Foundation within ninety (90) days from the grant expiration date, unless an extension has been requested and approved. Any request for an extension must include a written plan for use of the remaining funds, including the time period and a revised budget. All variance requests must be submitted through the Foundation's online system.

6. CANCELLATION OF GRANT

The Harvest Foundation, at its sole discretion, may terminate this Agreement at any time if:

- a) The Harvest Foundation is not satisfied with the quality of the Grantee's progress toward achieving the agreed upon outcomes;
- b) The Harvest Foundation is of the opinion that the Grantee is no longer capable of accomplishing the purpose of the grant;
- c) The Grantee loses nonprofit status, dissolves or fails to operate; and/or
- d) The Grantee materially fails to comply with the terms and conditions of this Agreement.

If termination occurs, the Grantee shall, upon written request of The Harvest Foundation, provide to The Harvest Foundation a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. Within ninety (90) days after the written request by The Harvest Foundation, the Grantee shall remit all grant funds unexpended as of the effective date of termination.



7. LIMITATION

This Agreement contains the entire agreement between the parties with respect to the grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this grant, The Harvest Foundation has no obligation to provide other or additional support to the Grantee for purposes of this project or any other purposes.

8. FISCAL SPONSOR *(if applicable)*

In addition to a Fiscal Sponsorship Agreement with the Grantee, by executing this Agreement, the Fiscal Sponsor agrees to act as Fiscal Sponsor for the Grantee under this Agreement, and further agrees, acknowledges, and undertakes responsibility for all representations and covenants of the Grantee under this Agreement.

The Fiscal Sponsor agrees to indemnify and hold harmless The Harvest Foundation for any expenses, costs or damages it may incur as a result of the implementation of the grant.

The Harvest Foundation requires the Fiscal Sponsor to provide the funded project with accurate and up-to-date financial reports.



9. ACCEPTANCE OF TERMS AND CONDITIONS

On behalf of The Harvest Foundation

By: [Signature]
Signature

9/26/16
Date

DeWitt House
Senior Program Officer

On behalf of The Harvest Foundation

By: [Signature]
Signature

9/26/16
Date

Allyson K. Rothrock
President

The Grantee accepts the terms and conditions as set forth in the Grant Agreement, and agrees to perform its responsibilities as specified.

Accepted on behalf of West Piedmont Workforce Investment Board

By: [Signature]
Signature of Authorized CEO/Executive Director

30 Sept 2016
Date

Name: Lisa Fultz (please print)

Title: Executive Director

Accepted on behalf of West Piedmont Workforce Investment Board

By: [Signature]
Signature of Authorized Board Chairperson,
Officer, or Trustee

10-3-16
Date

Name: Adam Wright (please print)

Title: Chair

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Department of Social Services-Additional State Funds</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Appropriation of additional state funds to the Department of Social Services FY2017 budget</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p>	<p><u>AGENDA DATE:</u> 10-18-16</p> <p><u>ACTION:</u></p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> E-mail from Melody Bowler, DSS Business Manager</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 9</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

DISCUSSION:

The Department of Social Services has received notification for additional state funding in the amount of \$13,616. Attached is Social Services' budget amendment request. These funds will be used for legal services. This additional funding does not require a local match.

RECOMMENDATION:

Staff recommends that the Board appropriate \$13,616 to Social Services Department FY2017 budget (2014-053100-3150).

From: [Bowler, Melody \(VDSS\)](#)
To: [Kim Van Der Hyde](#)
Subject: Additional Funds
Date: Thursday, September 22, 2016 9:05:06 AM

Good Morning

The state has sent us additional funds in the amount of \$13,616. I will pay out the full amount this month from BL 201-4-53100-315000.

Thanks

Melody Bowler
Office Manager
Pittsylvania County Social Services

**PITTSYLVANIA COUNTY
Board of Supervisors**

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Proposed Amendment to County FY17 Budget Resolution</p> <p><u>REQUEST:</u> Adopt Resolution 2016-10-01</p> <p><u>STAFF CONTACTS:</u> Mr. Monday</p>	<p><u>AGENDA DATE:</u> 10/18/16</p> <p><u>ITEM NUMBER:</u> 10</p> <p><u>ACTION:</u> Yes</p> <p><u>ATTACHMENTS: (3)</u> (1) Current FY 2017 Budget Resolution 2016-04-01 (2) Revised FY 2017 Budget Resolution 2016-09-01 (3) Proposed Resolution for Budget Resolution 2016-10-01 Revision</p> <p><u>REVIEWED BY:</u> </p>
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BACKGROUND/DISCUSSION:

At the 9/6/16 Pittsylvania County Board of Supervisors' ("BOS") meeting, the BOS unanimously voted to change the way the County assesses its Merchants' Capital Tax to the following:

MERCHANTS' CAPITAL TAX

\$2.75 rate (applied to all below tiers; effective January 1, 2016)		
Tier 1	Tier 2	Tier 3
30% of original inventory cost	10% of original inventory cost	5% of original inventory cost
\$1 to \$1,000,000	\$1,000,001 to \$5,000,000	\$5,000,001 to unlimited

At the 10/3/16 BOS meeting, the BOS conducted the duly advertised public hearing, as required by Virginia Code § 15.2-1427, to begin the process of amending the County's FY 20107 Budget Resolution (Resolution 2016-04-01), following the required seven (7) day waiting period.

RECOMMENDATION:

For the BOS' consideration. To effectuate the above, County Staff recommend the BOS adopt Resolution 2016-10-01, attached. **Roll Call Vote Required.**

Presented: April 4, 2016

Adopted: April 4, 2016

RESOLUTION 2016-04-01

VIRGINIA: At a regular meeting of the Pittsylvania County Board of Supervisors on Monday, April 4, 2016 in the General District Courtroom in the Edwin R. Shields Courthouse Addition in Chatham, Virginia, the following resolution on the annual budget for Fiscal Year 2017 was presented and adopted.

WHEREAS, the laws of the Commonwealth of Virginia require the governing body to prepare and approve a budget for fiscal and planning purposes, notwithstanding additional requirements for the schools, including revenues and expenditures for the ensuing year by May 1, 2016; and

WHEREAS, the laws of the Commonwealth of Virginia control the distribution of funds by appropriations giving the Board of Supervisors authority to set such appropriations at such periodic basis as outlined in Section 15.2-2506 of the Code of Virginia, being further identified in this Resolution with Exhibit A and Exhibit B; and

WHEREAS, a public hearing has been properly advertised and held on March 21, 2016, in accordance with state statute as shown by the affidavit of the publisher; then,

BE IT HEREBY RESOLVED, by the Board of Supervisors of the County of Pittsylvania, that there be hereby adopted and appropriated a budget for Fiscal Year 2017, the full and complete budget is contained in the document entitled:

"PITTSYLVANIA COUNTY ADOPTED BUDGET"

FISCAL YEAR 2017

JULY 1, 2016 - JUNE 30, 2017

TOTALING: \$ 175,800,032

BE IT FURTHER RESOLVED, that the estimated budget total of \$175,800,032 includes \$16,736,709 total local effort for the Pittsylvania County Schools, and \$1,646,045 in reallocated carryovers for Industrial Development Local. Included in this budget is an approval of supplements for employees of all five (5) Constitutional Offices. These offices include the Sheriff, Treasurer, Commissioner of Revenue, Clerk of Courts and Commonwealth's Attorney. Personnel costs for these offices, which include an appropriation of local funding and compensation board funding cannot be overspent.

BE IT STILL FURTHER RESOLVED, that the funds of the School Budget, the Library Board, and the Welfare Board shall be expended only by order and approval of those respective boards and that no money shall be paid out for such contemplated expenditures unless and until there has first been made an appropriation for such contemplated expenditures by the Board of Supervisors; and,

BE IT STILL FURTHER RESOLVED that the School Budget estimate for FY 2016-2017 be set at \$91,489,633 with the local funds provided by the Board of Supervisors set at \$16,736,709 to be funded by classification as allowed by the Code of Virginia, 1950 as amended, and the school board to report back in amounts requested to be funded in each classification if different than shown in the approved budget.

The local funds include the following:

General Fund Local \$16,736,709 (Includes \$45,000 Solid Waste)

BE IT STILL FURTHER RESOLVED, that the Board of Supervisors shall receive quarterly revenue and expenditure reports comparing receipts and expenditures to the approved budget from the Office of the County Administrator as well as a list of transfers approved by the County Administrator and,

BE IT STILL FURTHER RESOLVED, that the unit tax levy for the year commencing January 1, 2016 shall be as follows:

Real Property:	\$.59 per \$100 of assessed value, 100% market value
Mobile Homes and Barns:	\$.59 per \$100 of assessed value, 100% market value
Machinery and Tools:	\$ 4.50 per \$100 of assessed value at 10% of original cost
Contract Carrier:	\$4.50 per \$100 of assessed value at fair market value
Personal Property:	\$8.75 per \$100 of assessed value, 30% of market value.

In accordance with the requirements set forth in Section 58.1-3524 (C) (2) and Section 58.1-3912 (E) of the Code of Virginia, as amended by Chapter 1 of the Acts of Assembly (2004 Special Session 1) and as set forth in Item 503.E (Personal Property Tax Relief Program) of Chapter 951 of the 2005 Acts of Assembly any qualifying vehicle situated within the county commencing January 1, 2016, shall receive personal property tax relief in the following manner:

- Personal use vehicles valued at \$1,000 or less will be eligible for 100% tax relief;

- Personal use vehicles valued at \$1,001 to \$20,000 will be eligible for 52% tax relief;
- Personal use vehicles valued at \$20,001 or more shall only receive 52% tax relief on the first \$20,000 of value; and
- All other vehicles which do not meet the definition of “qualifying” (business use vehicles, farm use vehicles, motor home, etc.) will not be eligible for any of tax relief under this program.

Generating Equipment: \$.59 per \$100 of assessed value, 100% of market value

Capital Merchant Tax: \$ 2.75 per \$100 of assessed value, 30% of inventory value

MERCHANTS' CAPITAL TAX

<u>\$2.75 rate (applied to all below tiers; effective January 1, 2016)</u>		
<u>Tier 1</u>	<u>Tier 2</u>	<u>Tier 3</u>
<u>30% of original inventory cost</u>	<u>10% of original inventory cost</u>	<u>5% of original inventory cost</u>
<u>\$1 to \$1,000,000</u>	<u>\$1,000,001 to \$5,000,000</u>	<u>\$5,000,001 to unlimited</u>

Consumer Utility Tax: 20% of the first \$15.00 monthly for residential users and 20% of the first \$100.00 monthly for commercial or industrial users, except as required for Gas and Electricity, as defined by Chapter 6 Section 13 of the Pittsylvania County Code 1975 as amended

AND BE IT FURTHER RESOLVED that the following fees will also be collected by Pittsylvania County for tax year beginning January 1, 2016 and for the fiscal year beginning on July 1, 2016:

Motor Vehicle Fee: \$38.75 per vehicle, except as specified by ordinance

Building Inspection Fees: These fees included in Exhibit C

Fire Prevention Fees: These fees included in Exhibit D

AND BE IT FURTHER RESOLVED by the Pittsylvania County Board of Supervisors that, for the fiscal year beginning on July 1, 2016, and ending on June 30, 2017, the following sections are hereby adopted.

- Section 1. The cost center shown on the attached table labeled Appropriations Resolution, Exhibit A, are hereby appropriated from the designated estimated revenues as shown on the attached table labeled Appropriations Resolution, Exhibit A. This appropriation does include the unappropriated surplus. Funds may be appropriated by the Board of Supervisors as needed during FY 2017 subject to the Board's by-laws for appropriations.
- Section 2. Appropriations, in addition to those contained in this general Appropriations Resolution, may be made by the Board of Supervisors only if there is available in the fund unencumbered or unappropriated sums sufficient to meet such appropriations.
- Section 3. All appropriations herein authorized shall be on the basis of cost centers for all departments and agencies excluding schools. The regular school fund is specifically appropriated by category as listed on Exhibit A.
- Section 4. The School Board and the Social Services Board are separately granted authority for implementation of the appropriated funds for their respective operations. By this resolution the School Board and the Social Services Board are authorized to approve the transfer of any unencumbered balance or portion thereof from one line item of expenditure to another within the same classification in their respective funds in any amount. Transfers between classification or funds require approval of the Board of Supervisors.
- Section 5. The County Administrator is authorized to make intra-departmental transfers. This allows for the transfer of any unencumbered balance or portion thereof from one line item of expenditure to another within the same cost center for the efficient operation of government. The County Administrator is also authorized to make inter-departmental transfers up to \$25,000. This type of transfer allows for the transfer of any unencumbered balance or portion thereof from one department to another. Inter-departmental transfers in excess of \$25,000 require the approval of the Board of Supervisors.
- Section 6. All outstanding encumbrances, both operating and capital, at June 30, 2016 shall be reappropriated to the FY 2017 fiscal year to the same cost center and account for which they are encumbered in the previous year. A report of which shall be submitted to the Board.

Section 7. At the close of the fiscal year, all unencumbered appropriations lapse for budget items other than the School Cafeteria Receipts Fund 209, the State Restricted Seizure Fund - Sheriff 241, the Federal Restricted Seizure Fund 242, the State Restricted Seizure Fund – Commonwealth’s Attorney 243, the Federal Restricted Seizure Fund – Commonwealth’s Attorney 244, the Animal Friendly Plates Fund 245, the Grants Fund 250, the Work Force Investment Act Fund 251, Law Library Fund 260, the Library Memorial Gift Fund 265, Cash Bonds Fund 305, the County Capital Improvements Fund 310, the Jail Inmate Management Fund 311, the Courthouse Maintenance Fund 312, the Courthouse Security Fund 314, the Jail Processing Fund 315, the Rural Roads Fund 320, the Industrial Development Local Fund 325, the Industrial Development Cyclical Fund 330, the School Bond Fund 410, the Landfill Bond Fund 415, the E911 Bond Fund 416, the Social Services Bond Fund 420, the Debt Service Reserve Fund 425, the Bond Fund-Schools 435, the Rescue Billing Fund 530, the Special Welfare Fund 733 and the Pittsylvania County Employees Health Plan 734. Thus, all cancelled cash balances shall revert back to the General Fund.

Section 8. Appropriations designated for capital projects will not lapse at the end of the fiscal year but shall remain appropriated until the completion of the project or until the Board of Supervisors, by appropriate ordinance or resolution, changes or eliminates the appropriation. Upon completion of a capital project, the County Administrator is hereby authorized to close out the project and transfer to the funding source any remaining balances. This section applies to all existing appropriations for capital projects at June 30, 2016 and appropriations in the FY 2017 Budget. The County Administrator is hereby authorized to approve construction change orders to contracts up to \$50,000.00 and approve all change order for reduction of contracts.

Section 9. The approval of the Board of Supervisors of any grant of funds to the County shall constitute the appropriation of both the revenue to be received from the grant and the County’s expenditure required by the terms of the grant, if any. The appropriation of grant funds will not lapse at the end of the fiscal year but shall remain appropriated until completion of the project or until the Board of Supervisors, by appropriate resolution, changes or eliminates the appropriation. The County Administrator may increase or reduce any grant appropriation to the level approved by the granting agency during the fiscal year. The County Administrator may

approve necessary accounting transfers between cost centers and funds to enable the grant to be accounted for in the correct manner. Upon completion of a grant project, the County Administrator is authorized to close out the grant and transfer back to the funding source any remaining balance. This section applies to appropriations for grants outstanding at June 30, 2016 and appropriations in the FY 2017 Budget.

- Section 10. The County Administrator may reduce revenue and expenditure appropriations related to programs funded all or in part by the Commonwealth of Virginia and/or the Federal Government to the level approved by the responsible state or federal agency.
- Section 11. The County Administrator is authorized to make transfers to the various funds for which there are transfers budgeted. The County Administrator shall transfer funds only as needed up to amounts budgeted or in accordance with any existing bond resolutions that specify the matter in which transfers are to be made.
- Section 12. The Treasurer may advance monies to and from the various funds of the County to allow maximum cash flow efficiency. The advances must not violate County bond covenants or other legal restrictions that would prohibit an advance.
- Section 13. All purchases with funds appropriated herein shall be made in accordance with the County purchasing ordinance and applicable state statutes.
- Section 14. It is the intent of this resolution that funds be expended for the purposes indicated in the budget; therefore, budgeted funds may not be transferred from operating expenditures to capital projects or from capital projects to operating expenses without the prior approval from the Board of Supervisors. Also, funds may not be transferred from one capital project to another without the prior approval of the Board of Supervisors.
- Section 15. The County Administrator is authorized, pursuant to state statute, to issue orders and warrants for payments where funds have been budgeted, appropriated, and where sufficient funds are available. A warrant register shall be presented to the Board of Supervisors not less frequently than monthly.
- Section 16. Subject to the qualifications in this resolution contained, all appropriations are declared to be maximum, conditional and proportionate appropriations – the purpose being to make the

appropriations payable in full in the amount named herein if necessary and then only in the event the aggregate revenues collected and available during the fiscal year for which the appropriations are made are sufficient to pay all the appropriations in full. Otherwise, the said appropriations shall be deemed to be payable in such proportion as the total sum of all realized revenue of the respective funds is to the total amount of revenue estimated to be available in the said fiscal year by the Board of Supervisors.

- Section 17. All revenue received by any agency under the control of the Board of Supervisors or by the School Board or by the Social Services Board not included in its estimate of revenue for the financing of the fund budget as submitted to the Board of Supervisors may not be expended by said agency under the control of the Board of Supervisors or by the School Board or by the Social Services Board without the consent of the Board of Supervisors being first obtained. Nor may any of these agencies or boards make expenditures, which will exceed a specific item of an appropriation.
- Section 18. Allowances out of any of the appropriations made in this resolution by any or all county departments, bureaus or agencies under the control of the Board of Supervisors to any of their officers and employees for expense on account of the use of such officers and employees of their personal automobiles in the discharge of their official duties shall be paid at the same rate as that established by the Internal Revenue Service and shall be subject to change from time to time to maintain like rates.
- Section 19. The County Administrator is directed to maintain eight (8) petty cash accounts and establish any other petty cash accounts authorized by the Board of Supervisors. The current petty cash accounts are located in central purchasing, the landfill, building inspections, zoning and recreation. These petty cash accounts are maintained in accordance with Section 15.2-1229 of the Code of Virginia as amended, 1950 with management plans as directed by the County Auditor.
- Section 20. All previous appropriation ordinances or resolutions to the extent that they are inconsistent with the provisions of this resolution shall be and the same are hereby repealed.
- Section 21. This resolution shall be effective on July 1, 2016.

RESOLUTION 2016-09-01

A RESOLUTION TO CHANGE COUNTY'S MERCHANTS' CAPITAL TAX ASSESSMENT METHODOLOGY

WHEREAS, on April 4, 2016, the Pittsylvania County Board of Supervisors (the "Board") approved Resolution 2016-04-01, adopting and appropriating a County budget for Fiscal Year 2016, that included a tax levy for "Capital Merchant Tax" at "\$2.75 per \$100 of assessed value, 30% of inventory value;" and

WHEREAS, on September 6, 2016, the Board, following a duly advertised and lawfully conducted public hearing, by an affirmative majority vote, approved the following revision to the County's Merchants' Capital Tax assessment methodology, effective January 1, 2016:

MERCHANTS' CAPITAL TAX

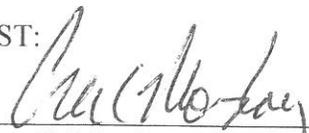
\$2.75 rate (applied to all below tiers; effective January 1, 2016)		
Tier 1	Tier 2	Tier 3
30% of original inventory cost	10% of original inventory cost	5% of original inventory cost
\$1 to \$1,000,000	\$1,000,001 to \$5,000,000	\$5,000,001 to unlimited

NOW THEREFORE, BE IT RESOLVED BY THE PITTSYLVANIA COUNTY BOARD OF SUPERVISORS, that Resolution 2016-09-01 hereby amends the County's Merchants' Capital Tax assessment methodology as described above.

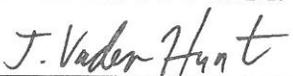
Adopted this 6th day of September, 2016.


Jessie L. Barksdale, Chair
Pittsylvania County Board of Supervisors

ATTEST:


Clarence C. Monday, Clerk
Pittsylvania County Board of Supervisors

APPROVED AS TO FORM:


J. Vaden Hunt, Esq.
Pittsylvania County Attorney



	<u>Vote</u>
Jessie L. Barksdale, Chair	<u>Aye</u>
Elton W. Blackstock, Vice Chair	<u>Aye</u>
Ronald S. Scarce	<u>Aye</u>
Joe B. Davis	<u>Aye</u>
Robert W. "Bob" Warren	<u>Aye</u>
Jerry A. Hagerman	<u>Nay</u>
Tim R. Barber	<u>Aye</u>

Ayes 6

Nays 1

Abstentions 0

RESOLUTION 2016-10-01

A RESOLUTION TO AMEND RESOLUTION 2016-04-01

WHEREAS, on April 4, 2016, the Pittsylvania County Board of Supervisors (the “Board”) approved Resolution 2016-04-01, adopting and appropriating a County budget for Fiscal Year 2016, that included a tax levy for “Capital Merchant Tax” at “\$2.75 per \$100 of assessed value, 30% of inventory value;” and

WHEREAS, on September 6, 2016, the Board, following a duly advertised and lawfully conducted public hearing, by an affirmative majority vote, approved the following revision to the County’s Merchants’ Capital Tax assessment methodology, effective January 1, 2016:

MERCHANTS’ CAPITAL TAX

\$2.75 rate (applied to all below tiers; effective January 1, 2016)		
Tier 1	Tier 2	Tier 3
30% of original inventory cost	10% of original inventory cost	5% of original inventory cost
\$1 to \$1,000,000	\$1,000,001 to \$5,000,000	\$5,000,001 to unlimited

NOW THEREFORE, BE IT RESOLVED BY THE PITTSYLVANIA COUNTY BOARD OF SUPERVISORS, that Resolution 2016-10-01 hereby amends Resolution 2016-04-01 as described above.

Adopted this 18th day of October, 2016.

Jessie L. Barksdale, Chair
Pittsylvania County Board of Supervisors

ATTEST:

Clarence C. Monday, Clerk
Pittsylvania County Board of Supervisors

APPROVED AS TO FORM:

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

Jessie L. Barksdale, Chair _____
Elton W. Blackstock, Vice Chair _____
Ronald S. Searce _____
Joe B. Davis _____
Robert W. "Bob" Warren _____
Jerry A. Hagerman _____
Tim R. Barber _____

Vote

Ayes _____ **Nays** _____ **Abstentions** _____

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Pittsylvania County Schools-Bus Lease</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Appropriation of School Bus Lease</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p>	<p><u>AGENDA DATE:</u> 10-18-16</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> Virginia Installment Purchase Contract-Escrow Agreement</p> <p><u>REVIEWED BY:</u> <i>GVS</i></p>	<p><u>ITEM NUMBER:</u> 11</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

The Pittsylvania County School Board recently entered a lease with First Citizens Bank to purchase 10 passenger buses and 4 special needs buses. The Auditor of Public Accounts requires that local governing bodies approve such financings. The Code of Virginia, 1950 as amended does not allow for School Boards to establish and maintain such accounts outside of the County Treasurer's custody. As such, this lease will need to be maintained on the County's books and an appropriation will need to be made for the purchase of these school buses.

DISCUSSION:

The School Board received sealed bids to ensure receiving the best interest rate for purchasing a total of 14 school buses. First Citizens Bank was the bank providing the lowest rate of 1.12%. The total amount financed was \$972,924.00 and will be financed for 3 years. The 2016 lease payment has already been appropriated to the School Board's 2017 budget. Please see the attached lease documents for further information.

RECOMMENDATION:

For auditing purposes, staff recommends that the Board of Supervisors ratify the attached lease and appropriate \$972,924.00 to Fund 210 for the purpose of purchasing 14 school buses and have these funds maintained by the Treasurer's Office.

VIRGINIA INSTALLMENT PURCHASE CONTRACT—ESCROW

Not Exceeding \$972,924 for a term of 24 months at a Bank Qualified rate of 1.12%

THIS INSTALLMENT PURCHASE CONTRACT, dated as of September 29, 2016 (the "Contract"), by and between FIRST-CITIZENS BANK & TRUST COMPANY (the "Bank") and Pittsylvania County School Board, VIRGINIA, a body politic and corporate of the Commonwealth of Virginia (the "Borrower");

WITNESSETH:

WHEREAS, the Borrower is a duly and validly created, organized and existing public body politic, duly created and existing under and by virtue of the Constitution and laws of the Commonwealth of Virginia; and

WHEREAS, the Borrower has the power, pursuant to Section 15.2-951 of the Code of Virginia, to enter into installment contracts to finance the purchase of personal property that create in some or all of the property purchased a security interest to secure payment of the purchase price; and

WHEREAS, the Bank desires to advance certain funds to enable the Borrower to purchase the Equipment (as hereinafter defined) and the Borrower desires to obtain said advance from the Bank and to purchase the Equipment pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the obligation of the Borrower to make Installment Payments (as hereinafter defined) and other payments required under Section 3 hereof; and

WHEREAS, in order to secure the obligations of the Bank hereunder, the Borrower has requested that the Bank set aside in escrow with the Escrow Agent (as hereinafter defined), pursuant to the terms of this Contract and the Escrow Agreement (as hereinafter defined), some or all of the costs of the purchase of the Equipment pending its purchase; and

WHEREAS, the Bank and the Borrower each have duly authorized the execution and delivery of this Contract.

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Contract, the following definitions will apply:

- 1.1 "Change in Deductibility" has the meaning set forth in Section 15.3.
- 1.2 "Date of Taxability" has the meaning set forth in Section 15.2.
- 1.3 "Determination of Taxability" has the meaning set forth in Section 15.2.

1.4 "Disbursement Request" means a request made in accordance with Section 2 hereunder.

1.5 "Equipment" means the personal property described in Exhibit A attached hereto.

1.6 "Escrow Agent" means First-Citizens Bank & Trust Company in its capacity as Escrow Agent.

1.7 "Escrow Agreement" means the Escrow Agreement between the Borrower and the Escrow Agent, dated as of the date of execution and delivery of this Contract, all of the terms, definitions, conditions and covenants of which are incorporated herein by reference and made a part of this Contract as if fully set forth herein.

1.8 "Escrow Fund" means that portion of the Purchase Price deposited by the Bank with the Escrow Agent, which sum shall constitute the principal of the Escrow Fund, and shall be held by the Escrow Agent in escrow in a separate fund and applied in accordance with the provisions of the Escrow Agreement.

1.9 "Event of Taxability" has the meaning set forth in Section 15.2.

1.10 "Installment Payments" means those payments made by the Borrower to the Bank as described in Section 3 of this Contract and in the Payment Schedule.

1.11 "Net Proceeds," when used with respect to any proceeds from policies of insurance required hereunder or proceeds of any condemnation award arising out of the condemnation of all or any portion of the Equipment, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys' fees and costs) incurred in the collection of such proceeds.

1.12 "Nonqualification Date" has the meaning set forth in Section 15.3.

1.13 "Payment Schedule" means the document labeled "Payment Schedule" and attached hereto as Exhibit B and incorporated herein by reference, which describes the Borrower's Installment Payments due hereunder.

1.14 "Purchase Price" means the amount described in Exhibit B hereto, which will be advanced by the Bank to enable the Borrower to acquire the Equipment under the terms of this Contract.

SECTION 2. ADVANCE OF PURCHASE PRICE

The Bank agrees to advance the Purchase Price to the Borrower and the Borrower agrees to borrow the Purchase Price from the Bank to be applied in accordance with the terms and conditions of this Contract. The proceeds of the Purchase Price shall be used to purchase the Equipment within a reasonable time following the date of this Agreement.

All requests by the Borrower for advances from the Bank shall be made at least five (5) days prior to the requested advance, using a Disbursement Request form satisfactory to the Bank, together with any documents and/or other items as the Bank may determine to be necessary. The Bank may specify a requisition form substantially in the form set forth in Exhibit H attached hereto, or some other form.

The Bank will authorize the Escrow Agent to advance some or all of the Purchase Price from the Escrow Fund to purchase some or all of the Equipment under this Contract following a Disbursement Request when it deems itself assured that the Equipment to be purchased by the funds advanced secures the funds advanced in accordance with this Contract.

SECTION 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS

3.1. Amounts and Times of Installment Payments and Other Payments. The Borrower shall repay the Purchase Price in installments as provided in Exhibit B to this Contract. Each installment shall be deemed to be an Installment Payment and shall be paid in the amounts and at the times set forth in the Payment Schedule except as provided herein. Installment Payments shall be sufficient in the aggregate to repay the Purchase Price together with interest thereon at a per annum rate equal to the rate per annum described in Exhibit B hereto. A portion of each Installment Payment is interest. All payments shall be applied first to any late payment charges or other amounts due hereunder that are neither interest nor principal, then to interest accrued to the date of payment, and thereafter to the unpaid principal balance in inverse order of maturity.

3.2. Place of Payments. All payments required to be made to the Bank hereunder shall be made at the Bank's principal office or as may be otherwise directed by the Bank or its assignee.

3.3. Late Charges. Should the Borrower fail to pay any Installment Payment or any other sum required to be paid to the Bank within fifteen (15) days after the due date thereof, the Borrower shall pay a late payment charge equal to four percent (4%) of the delinquent payment.

3.4. Abatement of Installment Payments. There shall be no abatement or reduction of the Installment Payments or other payments by the Borrower for any reason, including but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or contingent) arising out of or related to the Equipment. The Borrower assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, it being the intention of the parties that the Installment Payments and other payments shall be made in all events unless the obligation to make such Installment Payments and other payments is terminated as otherwise provided herein.

3.5. Prepayment of Installment Payments. Provided the Borrower is not in default of its obligations hereunder, it shall have the option to prepay the outstanding Installment Payments designated as principal, in full and at any time, at a prepayment price equal to one hundred percent (100%) of the principal balance thereof, together with accrued interest to the date of prepayment, upon thirty (30) days prior written notice to the Bank. This pertains to each Exhibit B under the Contract. Partial prepayments are not allowed without the Bank's permission, which it may withhold or condition in its discretion.

SECTION 4. NATURE OF CONTRACT

This Contract is an installment purchase contract and security agreement pursuant to Section 15.2-951 and Title 8.9A (the "Commercial Code-Secured Transactions") of the Code of Virginia.

SECTION 5. EXHIBITS TO CONTRACT

The exhibits to this Contract are as follows:

- Exhibit A: Description of the Equipment.
- Exhibit B: Payment Schedule.
- Exhibit C: Form of Incumbency and Authorization Certificate (to be furnished by the Borrower to the Bank at closing).
- Exhibit D: Form of Opinion Letter of Borrower's Counsel (Borrower to furnish to the Bank at closing).
- Exhibit E: Form Bank Eligibility Certificate (only applicable if first page indicates that the tax status of this Contract is "Bank Qualified")
- Exhibit F: Form of Continuous Insurance Coverage Declaration.
- Exhibit G: Form of Escrow Agreement.
- Exhibit H: Form of Disbursement Request.

SECTION 6. RESPONSIBILITIES AND COVENANTS OF THE BORROWER

6.1. Care and Use. The Borrower shall use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole cost and expense, shall service, repair and maintain the Equipment so as to keep the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear expected, and shall replace any part of the Equipment as may from time to time become worn out, lost, stolen, destroyed or damaged or unfit for use. The Borrower shall use the Equipment only to perform the Borrower's governmental and proprietary functions.

6.2. Inspection. The Bank shall have the right upon reasonable prior notice to the Borrower to enter into and upon the premises where the Equipment is located to inspect the Equipment and observe its use during normal business hours.

6.3. Utilities. The Borrower shall pay, when due, all charges for utility services used in connection with the Equipment. There shall be no abatement of the Installment Payments on account of interruption of any such services.

6.4. Taxes. The Borrower shall pay, when due, all taxes levied by any governmental body as a result of the Borrower's ownership, possession, or use of the Equipment or as a direct or indirect result of the purchase of the Equipment by the Borrower.

6.5. Risk of Loss. The Borrower shall bear all risk of loss to and condemnation of the Equipment, and no such loss or damage and no defect or unfitness or obsolescence with respect to the Equipment shall relieve the Borrower of its obligation to make the Installment Payments. In the event of loss or damage to or condemnation of the Equipment, the Borrower shall either (a) continue to make the Installment Payments due hereunder and repair or replace the Equipment, or (b) prepay in full the principal components of the outstanding Installment Payments in accordance with Section 3.5 hereof. Said repair or replacement of the Equipment shall meet with the satisfaction of the Bank.

6.6. Performance by the Bank of the Borrower's Responsibilities. Any performance required of the Borrower or any payments required to be made by the Borrower may, if not timely performed or paid, be performed or paid by the Bank, and, in that event, the Bank shall be immediately reimbursed by the Borrower for such payments and for any costs and expenses, legal or otherwise, associated with the payments or other performance by the Bank, with interest thereon at a per annum rate equal to the Bank's then-announced "Prime Rate" in effect on the last business day of the calendar month preceding the payment (but not exceeding the maximum rate, if any, permitted by applicable law).

6.7. Financial Statements. The Borrower agrees that it will furnish the Bank at such reasonable times as the Bank shall request current audited financial statements (including, without limitation, the Borrower's annual budget as submitted or approved), and permit the Bank or its agents and representatives to inspect the Borrower's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the Borrower. The Borrower represents and warrants to the Bank that all financial statements which have been delivered to the Bank fairly and accurately reflect the Borrower's financial condition and there has been no material adverse change in the Borrower's financial condition as reflected in the financial statements since the date thereof.

6.8. Other Responsibilities and Conditions. Simultaneously with the execution of this Contract and prior to the advancement of any funds hereunder by the Bank, the Borrower shall cause to be provided to the Bank the following:

- (a) An Incumbency and Authorization Certificate in the form of Exhibit C attached hereto;

(b) An Opinion Letter of Borrower's Counsel in the form of Exhibit D attached hereto;

(c) A certificate or other proof of insurance on the Equipment, in a form satisfactory to the Bank;

(d) Certified copies of resolutions of the Borrower's governing body authorizing the Borrower to enter into this Contract and carry out its terms;

(e) Properly executed UCC financing statements as required by Section 7.1 hereof;

(f) A Non-Arbitrage Certificate, in the form required by the Bank;

(g) If required by the Bank for a Contract that is indicated on the first page of this Contract to have either a "Bank Qualified" or "Non-Bank Qualified" tax status, an Opinion Letter from bond counsel, in form and substance and from an attorney satisfactory to the Bank, which states that the interest on the Borrower's obligations under the Contract will not be included in the gross income of the Bank for Federal and Virginia income tax purposes, and will not be an item of tax preference for purposes of the Federal alternative minimum income tax;

(h) If required by the Bank for a Contract that is indicated on the first page of this Contract to have a "Bank Qualified" tax status, an Opinion Letter from bond counsel, in form and substance and from an attorney satisfactory to the Bank, which states that the Borrower's obligations under the Contract are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986;

(i) A certificate from Borrower's treasurer or other finance officer demonstrating to Bank's satisfaction that this Contract, together with all other indebtedness of the Borrower, does not exceed (a) ten percent of the assessed valuation of the real estate subject to taxation by Borrower, as shown by its last preceding assessment for taxes, excluding certain classes of indebtedness not required to be included under Article VII, Section 10, of the Constitution of Virginia, or (b) any other limits imposed upon the Borrower by charter or other applicable law; and

(j) Executed originals of any other documents and instruments required by this Contract.

6.9. Special Tax Covenants. The Borrower covenants that: (a) it will make no use of the monies advanced by the Bank (the "proceeds") which would cause this Contract to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or the Treasury Regulations promulgated thereunder; (b) so long as the Contract remains in effect, the Borrower will comply with the requirements of Section 148 of the Code and the applicable Treasury Regulations promulgated thereunder and will not take or omit to take any action which will cause the interest paid or payable under this Contract to be includible in the gross income of the registered owner hereof; (c) the Equipment shall be used exclusively for essential governmental purposes of the Borrower and no use shall be made of the proceeds or of the Equipment, directly or indirectly, which would cause this Contract to be a "private activity

bond" within the meaning of Section 141 of the Code; (d) no part of the payment of principal or interest under this Contract is or shall be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof; (e) no portion of the proceeds shall be used, directly or indirectly, in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or any instrumentality thereof; (f) the Borrower shall not lease or otherwise make any of the Equipment available to any entity if such lease or other availability would cause the interest portion of the Installment Payments to be included in the gross income of the Bank under the Code for income tax purposes; and (g) any earnings on the Escrow Fund remitted to the Borrower shall be applied by the Borrower to pay capital costs for essential governmental purposes.

The Borrower shall file on or before its due date IRS Form 8038-G or 8038 GC as applicable, and/or any other required federal or state filings, and shall furnish the Bank with certified copies of such filings. The Borrower shall not take or omit to take any action that may cause a loss of the federal, state or local tax-exempt status of this Contract or the interest thereon.

This Section 6.9 shall not apply if the first page of this Contract indicates that this Contract has a "Taxable" tax status.

SECTION 7. SECURITY INTEREST; LIENS

7.1. Security Interest. The Borrower hereby grants to the Bank a security interest in the Equipment and in any and all additions, accessions, repairs, replacements, substitutions, and modifications to the Equipment, and all proceeds of all the foregoing, including any insurance proceeds paid because of loss or damage to the Equipment, to the extent necessary to secure the Borrower's payment obligations to the Bank under this Contract. The Borrower shall execute and cause to be filed, at the Borrower's expense, financing statements and other related documents that are reasonably necessary under Title 8.9A (the "Commercial Code -Secured Transactions") of the Code of Virginia to perfect the above-described security interest by filing and to maintain that security interest in perfected form. If the Equipment is or includes one or more motor vehicles, the ownership of which is or are evidenced by a certificate of title(s), the Borrower shall cause the Bank's lien to be properly shown on such title(s) as a first lien security interest.

The Equipment is and shall throughout the term of this Contract be and remain personal property, regardless of whether the Equipment is now or may become in any manner affixed or attached to real property or any building or fixtures on real property. If the Equipment is permanently located on real property not owned in fee simple by the Borrower, the Borrower shall obtain, if requested by the Bank, a waiver of any rights in and to the Equipment (including the rights of levy and distraint) from the person who gives the Borrower permission to use the real property on which the Equipment is located and from those holders of any recorded deeds of trust on the real property on which the Equipment is located.

7.2. Liens. The Borrower shall not directly or indirectly create, incur, assume or suffer to exist any lien, charge, security interest, encumbrance or claim on or with respect to the Equipment (except the security interest granted to the Bank). The Borrower shall promptly, at its own expense, take such action as may be necessary to duly discharge any such lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The Borrower shall

reimburse the Bank for any expense incurred by it in order to discharge or remove any such lien, security interest, encumbrance or claim.

SECTION 8. INSURANCE AND UNFORESEEN LOSSES

8.1. Insurance. The Borrower shall obtain and maintain, at its expense, at all times until termination of this Contract a primary policy of insurance covering the Equipment and providing the insurance protection described in this Section. The Borrower shall maintain at its own expense fire, casualty, public liability, property damage and theft insurance, and such other insurance as required by the Bank. The Borrower shall maintain such insurance in such amounts and with such deductibles, if any, as required by the Bank from time to time. The Equipment shall be insured in an amount at least equal to its replacement value. All such insurance shall be maintained with such insurance company or companies as shall be satisfactory to the Bank and shall provide that losses shall be payable to the Bank and the Bank shall be named as an additional insured with respect to all such insurance.

The Borrower shall deliver to the Bank the policies of insurance or duplicates thereof or other evidence satisfactory to the Bank of such insurance coverage. Each insurer shall agree by endorsement upon the policy or policies issued by it that (i) it will give thirty (30) days prior written notice to the Bank of the cancellation or material modification of such policy; and (ii) the coverage of the Bank shall not be terminated, reduced or affected in any manner regardless of any breach or violation by the Borrower of any warranties, declarations and conditions of such insurance. The Borrower hereby appoints the Bank as the Borrower's attorney-in-fact (i) to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment under any such insurance policies; and (ii) to make, adjust, settle or release any claims under or relating to such insurance. The Borrower agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The Borrower shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy described above. In no event shall the Borrower voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the written consent of the Bank.

The Bank may, but shall not be required, to permit the Borrower, in lieu of obtaining the foregoing policies of insurance, to adopt alternative risk management programs including, without limitation, to self-insure in whole or in part, individually or in connection with other units of local government or other institutions, to participate in programs of captive insurance companies, to participate with other units of local government or other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs..

8.2 Loss and Damage. In the event of damage to any item of Equipment, Borrower shall within five (5) days notify Lessor in writing of such loss or damage in all material particulars, and within 15 days thereafter notify Lessor in writing of the course of action, consistent with this Section 8.2, which it intends to take with respect to such lost or damaged Equipment. Borrower shall within thirty (30) days thereafter: (and may apply the proceeds of any insurance coverage to, either directly or by way of reimbursement):

(a) place the damaged Equipment in good repair at Borrower's sole expense, the adequacy of such repairs being subject to Bank's reasonable approval;

(b) replace at Borrower's sole expense the lost or damaged Equipment with equipment having substantially similar specifications and of equal or greater value to the lost or damaged Equipment immediately prior to the time of the loss or damage, such replacement equipment to be subject to Bank's reasonable approval, whereupon such replacement equipment shall be substituted on Exhibit A hereto and other related documents by appropriate endorsement or amendment shall be executed, including documents which perfect the Bank's security interest in the replacement Equipment; or

(c) pay Bank in cash all of the following: (i) all amounts owed by Borrower to Bank under this Contract in the then-current Fiscal Year and (ii) the remaining principal balance payable hereunder following such payment. Upon Bank's receipt of such payment, Borrower shall be entitled to whatever interest Bank may have in said item, in its then condition and location, without warranty expressed or implied.

8.3. Condemnation. Borrower shall immediately notify Bank if any governmental authority shall institute, or shall notify Borrower of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. Borrower shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to Bank, and to the extent permitted by law hereby irrevocably authorizes and empowers Bank, in the Borrower's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. Any condemnation award shall be applied in the same manner as insurance proceeds as if the Equipment was lost or damaged as further provided in this Section 8.3.

8.4 Net Proceeds. The Net Proceeds of any insurance policies or condemnation awards shall be deposited in any Escrow Fund or, if no Escrow Fund exists, in a separate fund held by the Bank. Unless the Borrower shall exercise its option to prepay in full the outstanding Installment Payments under Section 8.2(c), all Net Proceeds so deposited shall be applied to the prompt repair or replacement of the Equipment upon receipt of requisitions acceptable to the Bank and the Borrower stating with respect to each payment to be made: (a) the requisition number; (b) the name and address of the person, firm, or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the Escrow Fund or the separate fund, as the case may be, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. Any repair or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Borrower, subject to Bank's security interest, and shall be included as part of the Equipment under this Contract.

Any Net Proceeds not applied to repair or replacement shall be paid first to the Bank to the extent necessary to pay the principal portion of the remaining Installment Payments, accrued but unpaid interest, and any other amounts due under this Contract related to the Equipment condemned, and then the balance remaining, if any, shall be paid to the Borrower.

SECTION 9. WARRANTIES AND REPRESENTATIONS OF THE BORROWER

The Borrower warrants and represents to the Bank (all such representations and warranties being continuing) as follows:

(a) The Borrower is a public body politic duly created and existing under the laws of the Commonwealth of Virginia as a political subdivision of the Commonwealth of Virginia, and has all powers necessary to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder;

(b) This Contract, and all other documents relating hereto, have been duly and validly authorized, approved, executed and delivered by the Borrower, and the performance by the Borrower of its obligations under such documents has been approved and authorized, under all laws, regulations and procedures applicable to the Borrower, including, but not limited to, compliance with all applicable public meeting and bidding requirements, and the transactions contemplated by this Contract and all other documents relating hereto constitute a public purpose for which public funds may be expended pursuant to the Constitution and laws of the Commonwealth of Virginia, and, assuming due authorization, execution and delivery hereof by the Bank, constitute valid, legal and binding obligations of the Borrower, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by general principles of equity or by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally;

(c) No approval or consent is required from any governmental authority with respect to the entering into or performance by the Borrower of this Contract and the transactions contemplated hereby, or, if any such approval is required, it has been duly obtained;

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the Borrower's knowledge, threatened, against or affecting the Borrower challenging the validity or enforceability of this Contract or any other documents relating hereto, or the performance of the Borrower's obligations hereunder, and compliance with the provisions hereof, under the circumstances contemplated hereby, does not and will not in any material respect conflict with, constitute on the part of the Borrower a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the Borrower (except as contemplated herein) pursuant to any agreement or other instrument to which the Borrower is a party, or any existing law, regulation, court order or consent decree to which the Borrower is subject;

(e) There are no liens or encumbrances on the Equipment other than the lien created by this Contract;

(f) Resolutions relating to the performance by the Borrower of this Contract and the transactions contemplated hereby have been duly adopted, are in full force and effect, and have not been in any respect amended, modified, revoked or rescinded;

(g) The purchase of the Equipment is essential to the proper, efficient and economical operation of the Borrower and the delivery of its service and the Equipment will provide an essential use and permit the Borrower to carry out public functions that it is authorized by law to perform;

(h) The security interest granted by the Borrower to the Bank in the Equipment shall have been duly perfected and shall constitute a first lien security interest in the Equipment; and

(i) Unless the first page of this Contract indicates that this Contract has a "Non-Bank Qualified" or "Taxable" tax status: the Borrower has designated its obligation hereunder as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code. The Borrower (i) has not, does not expect to and shall not issue, directly or indirectly through subordinate units, more than \$10,000,000 of tax-exempt obligations (other than private activity bonds) during this calendar year and (ii) has not and shall not designate during this calendar year more than \$10,000,000 of its obligations (or of its subordinate units) as "qualified tax-exempt obligations."

SECTION 10. INDEMNIFICATION

To the extent permitted by applicable law, the Borrower hereby agrees to indemnify, protect and save the Bank and the Escrow Agent harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment, including without limitation, the possession, condition or use thereof.

The indemnification arising under this Section shall continue in full force and effect notwithstanding the payment in full of all obligations under this Contract.

SECTION 11. DISCLAIMER OF WARRANTIES

11.1. No Representations by the Bank. The Borrower acknowledges that it has inspected the Equipment and found the Equipment to be satisfactory and acknowledges and agrees that it has selected the Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by the Bank with respect thereto.

11.2. Disclaimer By the Bank. THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

SECTION 12. DEFAULT AND REMEDIES

12.1. Definition of Event of Default. The Borrower shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an "Event of Default"):

(a) The Borrower shall fail to make any Installment Payment or fail to pay any other sum hereunder when due; or

(b) The Borrower shall fail to perform or observe any term, condition or covenant of this Contract or shall breach any warranty by the Borrower herein or therein contained; or

(c) The Borrower's governing body shall fail to budget and appropriate in its budget for any fiscal year monies sufficient to pay all of the Installment Payments and the reasonably estimated additional payments under this Contract coming due in the next ensuing fiscal year or shall delete from its adopted budget any appropriation for such purposes; or

(d) Proceedings under any bankruptcy, insolvency, reorganization or similar litigation shall be instituted by or against the Borrower, or a receiver, custodian or similar officer shall be appointed for the Borrower or any of its property, and such proceedings or appointments shall not be vacated or fully stayed after the institution or occurrence thereof; or

(e) Any warranty, representation or statement made by the Borrower herein or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made; or

(f) An attachment, levy or execution of a security interest or lien is levied upon or against the Equipment.

12.2. Remedies on Default. Upon the occurrence of any Event of Default, the Bank may exercise any one or more of the following remedies as the Bank in its sole discretion shall elect:

(a) Declare the entire principal amount of the Installment Payments and all accrued interest and other charges immediately due and payable without notice or demand to the Borrower;

(b) Proceed by appropriate court action to enforce performance by the Borrower of the applicable covenants of this Contract or to recover for the breach thereof;

(c) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the Commonwealth of Virginia and the general laws of the Commonwealth of Virginia with respect to the enforcement of the security interest granted or reserved hereunder, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the Borrower, and apply the proceeds of any such sale, lease,

sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Contract and, thereafter, shall pay any remaining proceeds to the Borrower;

(d) Terminate this Contract as to all or any part of the Equipment and use, operate, lease or hold all or any part of the Equipment as the Bank in its sole discretion may decide;

(e) Take possession of any proceeds of the Equipment, including Net Proceeds and

(f) Terminate the Escrow Fund in accordance with the Escrow Agreement.

12.3. Further Remedies. All remedies of the Bank are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. The Borrower agrees to pay to the Bank all court costs and reasonable attorney fees incurred by Bank in enforcing the Bank's rights and remedies under this Contract.

SECTION 13. ASSIGNMENT

13.1. Assignment by the Borrower. The Borrower agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in the Equipment or this Contract (except for the lien and security interest of the Bank therein) without the Bank's prior written consent.

13.2. Assignment by the Bank. The Bank may, at any time and from time to time, assign all or any part of its interest in the Equipment, this Contract, the Note and/or this Deed of Trust, including without limitation, the Bank's rights to receive the Installment Payments and any additional payments due and to become due hereunder. Any assignment made by the Bank or any subsequent assignee shall not purport to convey any greater interest or rights than those held by the Bank pursuant to this Contract. The Bank or its assignees may assign or reassign either this entire Contract or a partial interest herein. All assignments by the Bank shall be subject to the following rules and conditions:

(a) The Bank shall send written notice of the assignment and its effective date to the Borrower before it makes the assignment. Such notification shall be forwarded to the Borrower at least thirty (30) days before the effective date of the assignment. The notification shall include an executed copy of the assignment documents, shall specify the assignee's name and address, and shall provide the Borrower with instructions for making payments after the effective date of the assignment. The requirement of thirty (30) days notice may be waived in writing by the Borrower.

(b) The Borrower shall not be obligated to make payments to anyone other than the Bank until the notification specified in part (a) of this Section is received by the Borrower or until the effective date of the assignment, whichever is later. Should the Borrower incorrectly

make payments to the Bank after the conditions specified in the preceding sentence are met, the Bank shall return those payments to the Borrower.

(c) When the Borrower receives the notification specified in subparagraph (a) of this Section, it shall send written acknowledgment of the same to the Bank and shall record the assignment on the Borrower's "records."

(d) The Bank shall require each of its assignees to (1) conform to the notification requirements of this Section in the event of further assignments, and (2) require such conformity from that assignee's assignees.

(e) The Borrower shall execute, at the Bank's request, notice of assignment and other related documents that are reasonably necessary to protect the security interest in the Equipment or in this Contract, and to maintain those security interests in perfected form.

After the giving of notice described above to the Borrower, the Borrower shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

13.4 Book-Entry System. This Contract and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Internal Revenue Code of 1986 and the Regulations thereunder as the same may be amended from time to time. During the term of this Contract, Borrower shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Internal Revenue Code. Upon assignment of Bank's interest herein, Borrower will cause written notice of such assignment to be sent to Bank and, upon receipt of such notice of assignment, Borrower shall: (i) acknowledge the same in writing to Bank; and (ii) record the assignment in Borrower's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by Bank or Borrower to evidence the assignment.

13.5 Escrow Fund Assignment by the Bank. The Bank may freely assign all or any part of its interest in the Escrow Fund and its duties as Escrow Agent in connection with an assignment by the Bank of this Contract.

SECTION 14. NO FUTURE RESTRICTION ON BORROWER

No provision of this Contract shall be construed or interpreted to restrict the future issuance of any of the Borrower's bonds or obligations payable from any class or source of the Borrower's moneys. To the extent of any conflict between this Section and any other provision of this Contract, this Section shall take priority.

SECTION 15. TAX-EXEMPT INTEREST

15.1 Intent of Parties. Unless the first page of this Contract indicates that this Contract has a "Taxable" tax status, it is the intention of the parties hereto that the interest portion of the Installment Payments paid by the Borrower to the Bank under this Contract shall be tax-exempt under Section 103 of the Internal Revenue Code.

15.2. Determination or Event of Taxability. If at any time there is a "Determination of Taxability" or "Event of Taxability," as hereinafter defined, the interest rate under this Contract, from and after the Date of Taxability, as hereinafter defined, shall increase to the rate which will provide to the Bank the effective yield which it would have received had there not been a Determination of Taxability or Event of Taxability (the "Alternative Rate of Interest") payable for such time to the Date of Taxability. In such event, the Borrower also shall be required to pay to the Bank all amounts, if any, which may be necessary to reimburse the Bank for any interest, penalties or other charges assessed by the Internal Revenue Service and the Virginia Department of Taxation against the Bank by reason of the Bank's failure to include the interest portion of the Installment Payments in its gross income for income tax purposes. Installment Payment amounts under this Contract shall be increased as a result of the increased interest rate and additional interest as a result of said rate increase on all previous payments shall be paid to the Bank upon demand therefor. The Borrower shall pay to the Bank the above-mentioned Alternative Rate of Interest notwithstanding any transfer by the Bank or payment or prepayment by the Borrower prior to the date such Determination of Taxability was made.

An Event of Taxability shall mean any event, occurrence or situation, resulting from an action, or failure to act, by the Borrower, the effect of which is to cause the interest portion of the Installment Payments to be includible in the gross income of the Bank for federal income tax purposes. A Determination of Taxability shall mean a determination that the interest portion of the Installment Payments is included in gross income of the Bank for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Bank is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an action, or failure to act, by the Borrower, the interest portion of the Installment Payments (hereinafter called "Interest") is included in the gross income of the Bank for federal income tax purposes; (b) the date on which the Borrower receives notice from the Bank that the Bank has been advised (i) in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Bank which asserts, in effect, that Interest received by the Bank is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the Borrower, or (ii) by an opinion of counsel (approved by the Bank and Borrower) received by the Bank which concludes, in effect, that Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the Borrower; (c) the day on which the Borrower is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the Interest is included in the gross income of the Bank for federal income tax purposes as a result of an action, or failure to act, by the Borrower; or (d) the day on which the Borrower is advised in writing by counsel to the Bank that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Borrower has been given written notice and an opportunity to participate and defend that the Interest is included in the gross income of the Bank for federal income tax purposes, as a result of an action, or failure to act, by the Borrower.

The Date of Taxability shall mean the first date upon which Interest is included in the gross income of the Bank for federal income tax purposes as a result of an Event of Taxability or a Determination of Taxability.

This section 15.2 shall not apply if the first page of this Contract indicates that this Contract has a "Taxable" tax status.

15.3 Bank Qualification. Unless the first page of this Contract indicate that this Contract has a "Non-Bank Qualified" or "Taxable" tax status: If at any time there is a "Change in Deductibility," as hereinafter defined, the interest rate payable hereunder shall increase, from and after the "Nonqualification Date" as hereinafter defined, to the rate which will provide to the Bank the effective yield which it would have received had there not been a Change in Deductibility. A "Change in Deductibility" means any determination by the Internal Revenue Service or any court of competent jurisdiction that the obligation of the Borrower hereunder is not a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code as a result or as a consequence of (i) an action, or failure to act, by the Borrower or (ii) a breach of any representation or warranty made by the Borrower to the Bank relating to the status of this Contract as a qualified tax-exempt obligation as defined above (including but not limited to the representations and warranties contained in Section 9(i) of this Contract). "Nonqualification date" means that date that this Contract is determined not to be a "qualified tax-exempt obligation" as a result of a Change in Deductibility.

15.4. Duty to Notify the Bank. The Borrower agrees to give prompt written notice to the Bank upon the Borrower's receipt of any oral or written notice or information from any source whatsoever to the effect that an Event of Taxability or a Determination of Taxability or a Change in Deductibility has occurred.

SECTION 16. MISCELLANEOUS

16.1. Waiver. No covenant or condition of this Contract can be waived except by the written consent of the Bank. Any failure of the Bank to require strict performance by the Borrower or any waiver by the Bank of any terms, covenants or conditions herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or condition herein.

16.2. Severability. If any provision in this Contract shall be held to be invalid or unenforceable by a court of competent jurisdiction, such ruling shall not affect any other term or provision herein, except that the invalid or unenforceable provision and the other provisions in this Contract automatically shall be modified as minimally as possible so as to be valid and enforceable and to effectuate the intent of the parties, provided that such modification can be made while still preserving the intent of the parties, and the remaining terms and provisions, as modified, if modified, shall remain binding on the parties. In the event that no such modification can be made while still preserving the intent of the parties hereto, then the invalid or unenforceable provision shall be stricken from this Contract, and the remaining terms, if sufficient to constitute a binding contract, shall remain in full force and effect.

16.3. Governing Law. This Contract shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Virginia.

16.4. Notices. Any and all notices, requests, demands, and other communications given under or in connection with this Contract shall be in writing and shall be deemed to have

been given when the writing is delivered, if given or delivered by hand, overnight delivery service, or facsimile or electronic transmitter (with confirmed receipt), or three (3) days after being mailed, or on the day it was actually received, whichever is earlier, if mailed by first class United States mail, postage prepaid, to the mailing address, teletype number or email addresses set forth below:

If to the Bank, address to:

First-Citizens Bank & Trust Company
FCC Mail Code: 994082
1230 Main Street
Columbia, SC 29201
Telephone for Overnight: 803-931-1721
Facsimile: 803-931-8648
Email: courtneydunlap@firstcitizens.com
Attention: Courtney Dunlap, Government Lending Coordinator

If to the Borrower, address to:

Pittsylvania County Schools
P.O. Box 232
Chatham, VA 24531
Telephone for Overnight: (434) 432-2761
Facsimile: (434) 432-9560
Email: mark.jones@pcs.k12.va.us
Attention: Mark R. Jones, Superintendent

The Borrower or the Bank may, by notice given hereunder, designate any further or different addresses or teletype numbers to which subsequent demands, notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed. The Bank also may give notice to the Borrower at any updated address for the Borrower of which the Borrower gives the Bank informal notice which the Bank maintains in its records.

16.5. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

16.6. Entire Contract. This Contract, together with the exhibits and attachments hereto, which are incorporated herein by reference, constitutes the entire Contract between the parties and this Contract shall not be modified, amended, altered or changed except by written agreement signed by the parties.

16.7. Binding Effect. This Contract shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

16.8. Time. Time is of the essence of this Contract and each and all of its provisions.

16.9. Execution in Counterparts. This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

ND: 4813-2001-1310, v. 1

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written.

Pittsylvania County School Board

By: Calvin D Doss
Name: Calvin D Doss
Title: Chairman

ATTEST:

Janet F. Hancock
Name: Janet F. Hancock
Title: Clerk of the Board

[SEAL]

FIRST-CITIZENS BANK & TRUST COMPANY

By: _____
Name: Steve Groth
Title: Senior Vice President

Borrower's Address

Pittsylvania County Schools
P.O. Box 232
Chatnam, VA 24531
Attn: Mark R. Jones

Bank's Address

First-Citizens & Trust Company
Attn: Courtney Dunlap
1230 Main Street
Columbia, SC 29201

[SIGNATURE PAGE TO INSTALLMENT FINANCE CONTRACT]

EXHIBIT A

DESCRIPTION OF EQUIPMENT

Installment Purchase Contract Date: September 29, 2016

Borrower: Pittsylvania County School Board

Purchase Price: \$972,924

Description and Serial Number	Department and Purpose or Function of Equipment	Location of Equipment After Delivery
64 Passenger Buses		
4UZABRDT2HCJD2847	Transportation – transport students	Pupil Transportation Department
4UZABRDT0HCJD2846	Transportation – transport students	Pupil Transportation Department
4UZABRDT9HCJD2845	Transportation – transport students	Pupil Transportation Department
4UZABRDT17HCJD2844	Transportation – transport students	Pupil Transportation Department
4UZABRDT5HCJD2843	Transportation – transport students	Pupil Transportation Department
4UZABRDT3HCJD2842	Transportation – transport students	Pupil Transportation Department
4UZABRDT1HCJD2841	Transportation – transport students	Pupil Transportation Department
4UZABRDTXHCJD2840	Transportation – transport students	Pupil Transportation Department
4UZABRDT3HCJD2839	Transportation – transport students	Pupil Transportation Department
4UZABRDT1HCJD2838	Transportation – transport students	Pupil Transportation Department
Special Needs Buses		
4UZABPDU3JCJD2407	Transportation – transport students	Pupil Transportation Department
4UZABPDU1JCJD2406	Transportation – transport students	Pupil Transportation Department
2017 Ford F250	Maintenance - Service Truck	Pupil Transportation Department
2017 Ford F150	Transportation – Service Truck	Pupil Transportation Department

Issuer: Pittsylvania County School Board

By: Calvin D. Doss
 Name: Calvin D. Doss
 Title: Chairman

Date: September 29, 2016

EXHIBIT B

PAYMENT SCHEDULE

Installment Purchase Contract Date: September 29, 2016

Borrower: Pittsylvania County School Board

Purchase Price: \$972,924

The interest rate is 1.12% per annum. Interest is calculated and imposed on the unpaid balance of the Purchase Price, based on the payment schedule described herein. The Purchase Price plus interest shall be repaid by Issuer to Bank in three (3) annual payments of \$327,926.69, beginning on the closing date of September 29, 2016 and continuing on the same day every year thereafter, until paid in full.

Due at Inception: Origination Fee \$0
Amount \$ 972,924
Rate 1.12%
Term (Years) Two (2)

Payment Number	Payment Date	Payment	Principal	Interest	Balance
1	9/29/16	\$ 327,926.69	\$ 327,926.69	\$ 0	\$ 644,997.31
2	9/29/17	\$ 327,926.69	\$ 320,702.72	\$ 7,223.97	\$ 324,294.59
3	9/29/18	\$ 327,926.69	\$ 324,294.59	\$ 3,632.10	\$ 0
Total		\$ 983,780.07	\$ 972,924	\$ 10,856.07	

Issuer: Pittsylvania County School Board

By: Calvin D. Doss
Name: Calvin D. Doss
Title: Chairman

Date: September 29, 2016

EXHIBIT C

INCUMBENCY AND AUTHORIZATION CERTIFICATE

In connection with the execution and delivery by Pittsylvania County School Board, (the "Borrower") of an Installment Purchase Contract dated September 29, 2016 between the Borrower and First-Citizens Bank & Trust Company, I, Janet F. Hancock, do hereby certify that I am the duly appointed Clerk of Pittsylvania County School Board, a political subdivision and body corporate and politic existing under the laws of the Commonwealth of Virginia, and that I have custody of the official minutes and other pertinent records of that body.

I further certify that:

1. As of the date of this certificate, the persons named below hold the positions listed opposite their names.
2. The persons named below were authorized by a resolution of the Borrower's governing body, passed in a regular meeting held on September 13, 2016, to execute and deliver on behalf of the Borrower the aforesaid Installment Purchase Contract to evidence the obligation of the Borrower in connection with the purchase of personal property and the creation of a security interest in the purchased property, together with all other documents and instruments required and contemplated by said Installment Purchase Contract, and to carry out the terms of all of the foregoing, all under and pursuant to the provisions of Section 15.2-951 of the Code of Virginia, as amended. Attached hereto is a true, complete and accurate copy of such resolution. Such resolution has not been amended, rescinded, terminated or otherwise revoked and is in full force and effect.
3. The signatures set opposite the names and positions of the persons named below are such persons' true and authentic signatures.

<u>Name</u>	<u>Position</u>	<u>Signature</u>
<u>Calvin D. Doss</u>	<u>Chairman</u>	<u>Calvin D. Doss</u>
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and have affixed to it the seal of Pittsylvania County, Virginia on this 13th day of September, 2016.
School Board

By: Janet F. Hancock
Name: Janet F. Hancock
Title: Clerk of the Board

[SEAL]



GENTRY LOCKE
Attorneys

Clark H. Worthy
worthy@gentrylocke.com
P: (540) 983-9384
F: (540) 983-9400

September 29, 2016

First-Citizens Bank & Trust Company
FCC Mail Code: 994082
1230 Main Street
Columbia, SC 29201

Re: \$972,924 Virginia Installment Purchase Contract – Escrow dated
September 29, 2016 (the “Contract”), between First-Citizens Bank &
Trust Company (the “Bank”) and Pittsylvania County School Board (the
“Borrower”)

Ladies and Gentlemen:

We are legal counsel for the Pittsylvania County School Board (the “Borrower”) and are familiar with the above-referenced Contract, and all other documents to be executed by Borrower in connection therewith (the “Installment Purchase Documents”). We have examined the Installment Purchase Documents, the resolutions adopted by the Borrower to authorize and execute the Installment Purchase Documents, and such other documents, records, and provisions of law as we deemed relevant and necessary as a basis for rendering the following opinion.

As to questions of fact material to the opinions and statements set forth herein, we have relied upon representations of the Borrower set forth in the Installment Purchase Documents and other certificates and representations by persons including representatives of the Borrower. Whenever an opinion or statement set forth herein with respect to the existence or absence of facts is qualified by the phrase “to the best of our knowledge” or a phrase of similar import, it is intended to indicate that during the course of our representation of the Borrower in connection with the Installment Purchase Documents no information has come to our attention that should give us current actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, we have not undertaken any independent investigation of the existence or absence of such facts, and no inference as to our knowledge or the existence or absence of such facts should be drawn from the fact of our representation or any other matter.

Based upon such examination and assuming the authorization, execution, delivery and enforceability of all documents by parties other than the Borrower, we are of the opinion that:

1. The Borrower is a duly organized or created and validly existing political subdivision of the Commonwealth of Virginia and is authorized under the laws of the



First-Citizens Bank & Trust Company
September 29, 2016
Page 2

Commonwealth of Virginia and the United States of America to enter into the Installment Purchase Documents and to perform its obligations under the Installment Purchase Documents.

2. The Installment Purchase Documents have been duly authorized by a resolution of the governing body of the Borrower, and have been this day properly executed by the officials authorized to execute them, and delivered to the Bank.

3. The Borrower has complied with any applicable bidding, budgeting, and other laws related to its entering into the Installment Purchase Documents and carrying out the terms of the Installment Purchase Documents.

4. The Installment Purchase Documents are valid and legally binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, subject to appropriation by the Borrower. The obligations of the Borrower under the Installment Purchase Documents, and the enforceability of such obligations, may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, (c) the exercise of sovereign police powers of the Commonwealth of Virginia, and (d) rules of law which may limit the enforceability on public policy grounds of any obligations of indemnification undertaken by the Borrower.

5. The provisions of Section 7 of the Contract are effective to create for the benefit of Bank a valid security interest in all right, title and interest of the Borrower in the Equipment in which a security interest may be created under Article 9 of the Uniform Commercial Code currently in effect in the Commonwealth of Virginia (the "Virginia UCC"). Upon the later of the attachment of the security interest and the filing of a financing statement (referenced in Section 7.1 of the Contract) with the Virginia State Corporation Commission, the Bank will have a perfected security interest in that portion of the Equipment in which a security interest can be perfected by filing a financing statement under Article 9 of the Virginia UCC.

6. Under existing statutes, regulations and rulings, interest under the Contract is excluded from gross income for federal income tax purposes, and interest under the Contract will continue to be so excluded so long as (1) the Borrower complies with the requirements of Section 148(f) of the Code (as defined in the Contract) in order to prevent the Contract from being an arbitrage bond and (b) the Borrower complies with the relevant covenants set forth in the Contract that must be complied with subsequent to the execution of the Contract. Interest under the Contract is not an item of tax preference under Section 57 of the Code for purposes of federal alternative minimum tax imposed on individuals and corporations, but such interest is taken into account in determining adjusted current earnings (as defined in Section 56(g)(3) of the Code) for purposes of calculating the amount of such tax for corporations.



First-Citizens Bank & Trust Company
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7. Under existing statutes, interest under the Contract is exempt from all income taxation by the Commonwealth of Virginia and any political subdivision thereof.

8. The Borrower's obligations under the Contract are "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986.

9. To the best of our knowledge, the representations and warranties contained in Section 9 of the Contract are true and accurate.

Notwithstanding anything to the contrary set forth in this opinion, this opinion is subject to the following exceptions, reservations, limitations, assumptions and qualifications:

A. We express no opinion as to and our opinion above is subject to and limited by the enforceability, under certain circumstances, of contractual provisions respecting: severability; attorneys' fees, to the extent inconsistent with applicable law; indemnity, to the extent contrary to public policy; cumulations, non-exclusivity, or availability of remedies or the enforcement of contractual provisions to the extent contrary to public policy; provisions that contain a waiver of (i) broadly or vaguely stated rights, (ii) the benefits of statutory, regulatory, or constitutional rights, (iii) unknown future defenses, (iv) rights to damages or notice, (v) the right to trial by jury, service of process or objections to the laying of venue or forum in connection with any litigation arising out of or pertaining to the agreement in which such provision appears or (vi) the statute of limitations; provisions that attempt to change or waive rules of evidence or fix the method or quantum of proof to be applied in litigation or similar proceedings; non-waiver of remedies by a failure or delay of exercise; performance requirements, to the extent such requirements are beyond the control of the performer; choice of law provisions, choice of law clauses to the extent the provision could be determined by the court to be contrary to a public or fundamental policy of a state or country whose law would apply in the absence of a choice of law clause and to involve and issue in which such state or country has a materially greater interest in the determination of the particular issue than does the state whose law is chosen; forum selection clauses and consent to jurisdiction clauses (both as to personal jurisdiction and subject matter jurisdiction); restraints on trade; and any contractual provisions imposing penalties, forfeitures or an increased rate of interest upon delinquency in payment or the occurrence of a default or with respect to the capitalization of interest.

B. We express no opinion as to and our opinion above is subject to and limited by the unenforceability of contractual provisions or contracts found by a court to be or have been unconscionable or to constitute violations of public policy or to result in a wholly unintended level of hardship.



First-Citizens Bank & Trust Company
September 29, 2016
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C. Our opinion is subject to and limited by the assumption that the Bank will enforce any rights and remedies it has under the Installment Purchase Documents and all exhibits thereto in good faith and in a commercially reasonable manner.

D. We express no opinion, and none should be inferred, as to (i) the compliance of the Bank with any local, state, federal or foreign law or regulation that may, because of the nature of its respective business, be applicable to the transactions contemplated by the Installment Purchase Documents, (ii) compliance with or applicability of any local, state or federal environmental, hazardous waste, consumer protection, product safety or registration, fraudulent transfer, securities, or tax laws, rules or regulations, (iii) the enforceability of any nondisclosure or confidentiality provisions, restrictions, limitations or obligations contained in the Installment Purchase Documents, or (iv) the title of any person or party to any real or personal property, or the existence, creation, enforceability, perfection (except as expressly provided herein) or priority of any lien, security interest or other encumbrance in or on any real or personal property.

E. No opinion is expressed as to whether a court would limit the exercise or enforcement of rights or remedies against the Borrower under the Installment Purchase Documents in the event of any default if it is determined that such default is not material or if such exercise or enforcement is not reasonably necessary for a non-defaulting party's protection.

F. We express no opinion as to any provision in any of the Installment Purchase Documents whereby the Borrower purports to appoint an attorney in fact to act on behalf of the Borrower.

G. This opinion relates only to matters as of 11:59 p.m. on the date hereof, and we express no opinion with respect to any transaction, transfer, conveyance or obligation occurring after such time on the date hereof.

H. We express no opinion in paragraphs 5 and 9 with respect to (a) money, (b) deposit accounts, (c) letter of credit rights, (d) property covered by a certificate of title statute, (e) as-extracted collateral or timber to be cut, (f) any property subject to a statute, regulation or treaty of the United States whose requirements for a security interest's obtaining priority over the rights of a lien creditor with respect to the property preempt Section 8.9A-310(a) of the Virginia UCC, (g) goods that are or are to become fixtures as defined in Section 8.9A-102(41) of the Virginia UCC, (h) property of the type described in Section 8.9A-302 of the Virginia UCC, (i) commercial tort claims that are not listed and described with specification on an exhibit to the Contract, (j) after-acquired commercial tort claims, or (k) property for which a security interest may not be perfected by filing.



First-Citizens Bank & Trust Company
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We have not been asked to, and do not, render any opinion with respect to any matters except as expressly set forth above. This opinion is solely for Bank's benefit, and the benefit of any successor or assign of Bank, to be used solely in connection with the transactions contemplated by the Installment Purchase Documents and may not be used for any other purpose, distributed to or relied upon by any other person, quoted in whole or in part or otherwise reproduced in any other document, in each case without our prior written consent, except (i) to any successor or assignee of Bank's interests in the Installment Purchase Documents, (ii) to Bank's independent auditors, (iii) to regulatory authorities having jurisdiction over Bank and (iv) as otherwise compelled by state or federal law. We do not undertake to advise you of any changes in the opinions expressed herein resulting from matters that might hereafter be brought to our attention.

Very truly yours,

A handwritten signature in blue ink that reads "Gentry Locke Rakes & Moore LLP".

Gentry Locke Rakes & Moore, LLP

EXHIBIT E

(for use only with Bank-Qualified Contracts)

BANK ELIGIBILITY CERTIFICATE

This Eligibility Certificate is executed and delivered this 29th day of September, 2016, with the consent and approval of (**Calvin D. Doss, Chairman**) of the government unit signing below ("Borrower"). Borrower and First-Citizens Bank & Trust Company are parties to an Installment Purchase Contract relating to the financing of the following:

[INSERT DESCRIPTION OF EQUIPMENT PURCHASE]

- (9) 64 Passenger Thomas buses @ \$84,071.00 each
- (2) Special Needs Thomas buses @ \$86,559.00 each
- (1) 2017 Ford F250 @ \$29,055.20
- (1) 2017 Ford F150 @ \$22,286.05

The undersigned official of Borrower, on behalf of Borrower, hereby certifies to First-Citizens Bank & Trust Company that the undersigned Borrower (i) has not issued and reasonably anticipates that it shall not issue, directly or indirectly through subordinate units, more than \$10,000,000.00 of tax-exempt obligations during this calendar year, (ii) has not and shall not designate during this calendar year more than \$10,000,000.00 of its obligations (or of its subordinate units) as "qualified tax-exempt obligations" and (iii) hereby designates the Installment Purchase Contract to which this certificate relates as a "qualified tax-exempt obligation" as defined in Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

Pittsylvania County School Board

By: Calvin Doss
Name: Calvin D. Doss
Title: Chairman

(Affix Seal of Government Unit)

EXHIBIT F

CONTINUOUS INSURANCE COVERAGE DECLARATION

Borrower: Pittsylvania County School Board
Bank: First-Citizens Bank & Trust Company

Insurance Co.: VACORP
Policy #: VA-PI-069B-17
Agency: VACORP
Address: 1315 Franklin Rd, SW
Roanoke, VA 24016
Agent: Stephanie McIntzleman, Lee Brannon
Telephone: (540) 345-8500

Whereas, the Borrower has entered into an agreement to finance personal property and insurance coverage is required by the Bank to protect its security interest. Borrower agrees to maintain insurance coverage on the property with the above designated company or another company of its selection during the term of financing. If coverage is not renewed or never acquired, and a loss occurs while the collateral is uninsured, the Borrower agrees to indemnify the Bank. The indemnification can be accomplished by the mutual agreement of the parties as follows:

- The principal balance and accrued interest may be paid in full in satisfaction of the obligation.
- The equipment is repaired to its original condition or replaced with equal value equipment, at the expense of the Borrower.
- A replacement or substitution of collateral is acquired by the Borrower, at the Borrower's expense.

The Borrower pledges to notify the Bank of a loss in whole or part within ten (10) days of any loss and agrees to cooperate with the Bank in obtaining insurance proceeds or through indemnification for any losses. The Borrower further certifies that the Borrower takes full responsibility of notifying the insurance agency/company and maintaining continuous coverage on the collateral.

Pittsylvania County School Board

By: Calvin D. Doss
Name: Calvin D. Doss
Title: Chairman

EXHIBIT G

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is entered into and effective as of the 29th day of September 2016, by and between the Pittsylvania County School Board, a public body of the Commonwealth of Virginia (the "Borrower") and **FIRST-CITIZENS BANK & TRUST COMPANY** in its capacity as escrow agent (the "Escrow Agent") and in its capacity as a lending bank (the "Bank").

WITNESSETH:

WHEREAS, Borrower entered into an Installment Purchase Contract dated as of the date hereof (the "Contract") with **FIRST-CITIZENS BANK & TRUST COMPANY** as Bank for the purpose of purchasing the personal property described in the Contract (the "Equipment"); and

WHEREAS, Borrower is borrowing the sum of **\$972,924 DOLLARS** (the "Purchase Price") from the Bank to finance the costs of the Project (the "Costs of Construction"); and

WHEREAS, capitalized terms used in this Agreement without definition shall have the respective meanings given to them in the Contract; and

WHEREAS, the Escrow Agent is willing to serve as Escrow Agent upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Fund.

(a) *Deposit into Escrow Account.* Upon advance, some or all of the Purchase Price will be deposited by the Bank with the Escrow Agent into a special account of the Borrower with the Escrow Agent (the "Escrow Account"). The sum so deposited shall constitute the principal of the Escrow Fund, and shall be held by the Escrow Agent in escrow in a separate fund designated as the "Escrow Fund" and applied in accordance with the provisions of this Agreement.

(b) *Separate Fund.* The Escrow Account shall be held separate and apart from all other funds of the Borrower. All moneys deposited in the Escrow Account are the property of Borrower. Borrower hereby agrees that it will only request withdrawal of funds from the Escrow Account as provided herein and only for application from time to time to the payment of "Equipment Acquisition Costs" (as defined below). All amounts when on deposit in

the Escrow Account shall be subject to a lien and charge in favor of the Bank to secure the Borrower's obligations under the Contract.

(c) *FDIC Insurance and Collateralization.* The Escrow Fund will be insured to the fullest extent allowed by the Federal Deposit Insurance Corporation and will be collateralized to the extent and in the manner required by applicable law and regulation of the State of Virginia.

2. Investment of Escrow Fund. The Escrow Agent shall invest and reinvest the Escrow Fund in a Bank depository account. The Borrower agrees that such investment and reinvestment complies with federal, state and local laws, regulations and ordinances governing investment of escrowed funds held pursuant to a loan arrangement similar in substance to the arrangement contemplated by the Contract. Accordingly the Escrow Agent, so long as it invests the Escrow Fund in a Bank depository account, shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of the Escrow Fund, and the Borrower agrees to release and indemnify and hold harmless the Escrow Agent and the Bank, pursuant to Section 7 of this Agreement, from any such liability, cost, expense, loss or claim.

3. Disbursements.

(a) *Payment by Escrow Agent.* Unless the Escrow Fund is earlier terminated in accordance with the provisions of this Agreement, the principal of the Escrow Fund shall be disbursed by the Escrow Agent to the Borrower (or as otherwise instructed by the Bank) to pay for Equipment Acquisition Costs upon receipt of written authorization(s) from the Bank following a proper Disbursement Request. Except as otherwise agreed by the Bank in its discretion, disbursements shall be limited to two per calendar month. "Equipment Acquisition Costs" means all costs of the design, planning, acquiring, installing of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of "Installment Payments" (as defined in the Contract) including (a) sums required to reimburse the Borrower or its agents for advances made for any such costs, (b) interest during the installation process, and (c) all costs related to the financing of the Equipment through the Contract, including, but not limited to, engineering and legal fees. Any funds remaining in the Escrow Fund after purchase of all the Equipment to be purchased shall be applied in accordance with Section 3.1 of the Contract.

(b) *Distribution of Interest.* Interest earned on the Escrow Fund shall be accrued and retained in the Escrow Fund. To the extent not used to pay Equipment Acquisition Costs or applied in accordance with Section 3.1 of the Contract, then upon instruction by the Bank the Escrow Agent shall remit the interest earned on the Escrow Fund to the Borrower.

4. Termination. The Escrow Fund shall be terminated at the earliest of: (a) the final distribution of principal and earnings of the Escrow Fund; (b) written notice to the Escrow Agent from the Bank of a default by the Borrower under the Contract; (c) termination of the Contract; or (d) termination of this Agreement. Upon termination of the Escrow Fund in

accordance with this Agreement, the Escrow Agent shall disburse the Escrow Fund, including interest earned on the Escrow Fund, as the Bank instructs.

5. Reliance of Escrow Agent on Documents. The Escrow Agent may act in reliance upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document which the Escrow Agent in good faith believes to be genuine and to be what it purports to be. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument or as to the identity, authority, or right of any person executing the same; and the Escrow Agent's duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow agent, and for the disposition of the same in accordance herewith.

6. Limitation of Liability. Neither Escrow Agent nor its officers, employees, directors, agents or affiliates shall: (a) be liable for any good faith action, omission, or error in judgment in performing Escrow Agent's duties under this Agreement, but shall be liable only for losses caused by Escrow Agent's gross negligence or intentional misconduct in the performance of its duties under this Agreement; (b) in any event be liable for any special, speculative or consequential damages, even if advised of the possibility of such damages, or for any punitive damages; (c) be liable for any loss arising from any act or failure to act by any third party, including a failure to follow Escrow Agent's instructions or to honor its demands, or from any delay or difficulty arising from applicable rules, regulations, procedures, or requirements; (d) be liable for any loss arising from, or failure to perform when performance is rendered unfeasible, or significantly more costly, by causes beyond Escrow Agent's control, including equipment, communications and transportation failures and interruptions, governmental orders and actions, war or military action, civil unrest or commotion, catastrophes, strikes or other labor disturbances, or natural disasters; (e) be liable for loss or deemed in violation of any provision of this Agreement or applicable law if, promptly after the discovery of the mistake, Escrow Agent takes whatever actions may be practical under the circumstances to remedy the mistake, or if Escrow Agent is unable to correct a mistake due to Borrower's failure to act; (f) be subject to liability for acting in accordance with Borrower's instructions or arising from any other exercise of authority by Borrower; or (g) have any responsibility for providing legal or tax advice. Any liability of Escrow Agent to Borrower shall be limited to the lesser of the total fees charged or to be charged Borrower by Escrow Agent under this Agreement or the actual damages suffered by Borrower.

7. Indemnification of Escrow Agent; Lien Against Escrow Fund. Unless the Escrow Agent is guilty of gross negligence or intentional misconduct with regard to its duties hereunder, the Borrower, to the fullest extent permitted by applicable law, agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which the Escrow Agent may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. To the extent permitted by applicable law, the Escrow Agent shall be vested with a lien on all property deposited hereunder, for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or

otherwise, or any other expenses, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising between the Borrower and the Escrow Agent as to the correct interpretation of this Agreement and instructions given to the Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid. The indemnification obligations created by this Section 7 shall survive the termination of this Agreement.

8. Discretion of the Escrow Agent to file Civil Action in the Event of Dispute. If a disagreement about the interpretation of this Contract, or about the rights and obligations or the propriety of any action contemplated by the Escrow Agent hereunder shall arise, the Escrow Agent may, but shall not be required to, bring an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by the party adjudged at fault for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under Contract until a final judgment in such action is received.

9. Consultation with Counsel. If the Escrow Agent, after consultation with the Borrower, is unsure of its duties and obligations as Escrow Agent under this Agreement, it may consult with competent counsel of its own choice (which may be internal or external counsel to the Bank), and in those circumstances it (a) shall have full and complete authorization to act, and shall not be liable for acting, in accordance with the reasoned opinion of such counsel, and (b) shall be reimbursed for the reasonable expenses charged it by such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

10. Compensation of Escrow Agent. For its regular services under this Agreement, the Escrow Agent shall impose no fees or charges for its services. However, when unusual circumstances cause the Escrow Agent to take on extraordinary duties or responsibilities, the Escrow Agent will be entitled to charge Borrower a reasonable fee for its extraordinary services and to be reimbursed by Borrower for cost of its reasonable out-of-pocket expenses that can be directly allocated to those extraordinary expenses. In the event of litigation, arbitration or other dispute, the Escrow Agent is entitled to be reimbursed by Borrower for its attorneys' fees, court costs, and all other reasonable costs and expenses incurred in its performance of this Agreement.

11. Notices. Escrow Agent may send notices and communications to Borrower's current addresses of record (including telecopier numbers and email addresses) and may transmit them by mail, telecopier, electronic communication, messenger, courier or otherwise. All such communications will be deemed personally given to Borrower when delivered, whether or not actually received. Notice sent to Borrower by U.S. mail will be considered delivered three (3) days after it is deposited into the U.S. mail, postage prepaid, addressed to Borrower at the current mailing address in Escrow Agent's records. Borrower will notify Escrow Agent promptly in writing of any change in addresses. Escrow Agent may contact Borrower by telephone, and may record any telephone conversations. Escrow Agent is not required to record any telephone conversation, or to retain any recordings or transcriptions of

recordings, and Escrow Agent will not be liable for making or retaining, or not making or retaining, recordings.

Notices from Borrower must be in writing and will be effective upon Escrow Agent's actual receipt, provided a reasonable opportunity is given for Escrow Agent to act upon such notice. Borrower may send notices and communications about the Escrow Fund and this Agreement by mail to:

FIRST-CITIZENS BANK & TRUST COMPANY
1230 MAIN STREET
COLUMBIA, SC 29201
ATTN: COURTNEY DUNLAP, 994082

12. Representative Client List. Escrow Agent may include Borrower's name on a representative client list to be used for marketing purposes unless instructed otherwise by Borrower in writing. Upon receipt of such instruction, Escrow Agent will not include Borrower's name in any marketing materials created thereafter.

13. Construction of Agreement.

a. *Capitalized Terms.* Capitalized terms will have the meanings indicated by associated parentheticals unless the particular context clearly indicates that a different meaning was intended.

b. *Headings.* The headings, titles, and captions within this Agreement are only for convenience of reference, and do not define, limit, or extend any provision herein.

c. *Entire Agreement.* This writing constitutes the entire agreement between Borrower and Escrow Agent and supersedes any prior understanding or agreement between them concerning escrow services relating to the Contract. No oral or written representations, arrangements, understandings, or agreements exist between the parties relating to such services unless fully expressed in this Agreement.

d. *Gender and Number.* Regardless of the gender and number actually used, the words and phrases of this Agreement shall be construed to include any other gender and any other number that the context requires.

e. *Governing Law.* Except when the laws of the United States apply, this Agreement shall be construed and governed under the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles.

f. *Presumptions.* No provision of this Agreement will be more strictly construed against either party because that party or that party's counsel drafted it.

g. *Execution in Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but which collectively shall constitute one and the same instrument.

h. *Amendment and Assignment.*

i. Escrow Agent may modify the terms of this Agreement by 30 days prior written notice to Borrower, and Borrower's continued acceptance of Escrow Agent's services after receipt of the notice will constitute Borrower's acceptance of the modification. Any other amendments, changes, alterations, modifications, additions, or qualifications to the terms of this Agreement must be made in writing and signed by Borrower and Escrow Agent.

ii. This Agreement may not be assigned by the Borrower without the written consent of Escrow Agent, which consent shall not be unreasonably withheld or delayed. Escrow Agent may assign this Agreement in connection with a permitted assignment by Bank of the Contract. Any corporate successor to all or any relevant part of the business of Escrow Agent may continue to provide services as Escrow Agent under this Agreement without the necessity of transfer, conveyance, or assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed as of the day and year first above written.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

PITTSYLVANIA COUNTY SCHOOL BOARD,

AS BORROWER

By: Calvin Doss

Print: Calvin D. Doss

Title: Chairman

FIRST-CITIZENS BANK & TRUST COMPANY,

AS BANK AND AS ESCROW AGENT

By: _____

Print: STEVE GROTH

Title: SENIOR VICE PRESIDENT

[SIGNATURE PAGE TO ESCROW AGREEMENT]

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> TROF Grant Award for Runk and Pratt Senior Living Communities Project</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Board appropriate awarded \$155,000 TROF grant to Fund 325.</p> <p><u>STAFF CONTACT(S):</u> Mr. Monday Mr. Rowe Ms. Van Der Hyde</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><u>AGENDA DATE:</u> 10-18-2016</td> <td style="width: 50%;"><u>ITEM NUMBER:</u> 12</td> </tr> <tr> <td><u>ACTION:</u> Yes</td> <td><u>INFORMATION:</u></td> </tr> <tr> <td><u>CONSENT AGENDA:</u></td> <td></td> </tr> <tr> <td><u>ACTION:</u></td> <td><u>INFORMATION:</u></td> </tr> <tr> <td><u>ATTACHMENTS:</u> No</td> <td></td> </tr> <tr> <td><u>REVIEWED BY:</u></td> <td style="text-align: right;"><i>GM</i></td> </tr> </table>	<u>AGENDA DATE:</u> 10-18-2016	<u>ITEM NUMBER:</u> 12	<u>ACTION:</u> Yes	<u>INFORMATION:</u>	<u>CONSENT AGENDA:</u>		<u>ACTION:</u>	<u>INFORMATION:</u>	<u>ATTACHMENTS:</u> No		<u>REVIEWED BY:</u>	<i>GM</i>
<u>AGENDA DATE:</u> 10-18-2016	<u>ITEM NUMBER:</u> 12												
<u>ACTION:</u> Yes	<u>INFORMATION:</u>												
<u>CONSENT AGENDA:</u>													
<u>ACTION:</u>	<u>INFORMATION:</u>												
<u>ATTACHMENTS:</u> No													
<u>REVIEWED BY:</u>	<i>GM</i>												

BACKGROUND:

In July 2016, the County announced that Runk and Pratt Senior Living Communities would be constructing a \$6M assisted living and memory care facility near the Town of Hurt, resulting in the creation of 60 jobs. To assist in the site development for the project, the Tobacco Commission awarded the County a \$155,000 Tobacco Regional Opportunity Fund.

DISCUSSION:

Pittsylvania County has been awarded \$155,000 from the Tobacco Regional Opportunity Fund by the Tobacco Region Revitalization Commission. This award is based upon job creation and capital investment within a defined time period (5 years for this project), and requires no local match. The Company has agreed to provide a letter of credit for the awarded amount prior to it being distributed to the Company to eliminate any potential liability and risk to the County. The awarded money must be appropriated to the County's economic development fund – Fund 325.

RECOMMENDATION:

Staff recommends that \$155,000 be appropriated to Fund 325 from the Tobacco Regional Opportunity Fund (TROF) funds received and authorize the County Administrator to sign any necessary documentation. This amendment requires a roll call vote.

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Award Construction Contract – Mt. Tabor Compactor Site</p>	<p><u>AGENDA DATE:</u> 10-18-2016</p>	<p><u>ITEM NUMBER:</u> 13</p>
<p><u>SUBJECT/PROPOSAL/REQUEST:</u> Award Construction Contract</p>	<p><u>ACTION:</u> Yes</p>	<p><u>INFORMATION:</u></p>
<p><u>STAFF CONTACT(S):</u> Mr. Monday; Mr. Hawker</p>	<p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p>	<p><u>INFORMATION:</u></p>
	<p><u>ATTACHMENTS:</u> Letter from Dewberry including Bid Tabulations</p>	
	<p><u>REVIEWED BY:</u> </p>	

BACKGROUND:

DISCUSSION:

Bids were received for construction of the Mt. Tabor Road Compactor Site. Only one (1) bid was submitted, and was submitted by White’s Construction Company, Inc. in the amount of \$438,680.62. Funds are already available for this project.

RECOMMENDATION:

Staff recommends the Board of Supervisors award the construction contract to White’s Construction Company, Inc. in the amount of \$438,680.62 and authorize the County Administrator to sign any necessary documentation.



Dewberry Engineers Inc. | 434.797.4497
551 Piney Forest Road | 434.797.4341 fax
Danville, VA 24540 | www.dewberry.com

September 30, 2016

Mr. Otis Hawker
Assistant County Administrator
Pittsylvania County
P.O. Box 426
Chatham, VA 24531

Re: Pittsylvania County Mount Tabor Road Compactor Site

Dear Mr. Hawker:

Bids were received on September 29, 2016 at 10:00 a.m. for construction of the above referenced project. During the public bid opening the apparent low bidder was announced as White's Construction Company, Inc. with a bid amount of \$438,680.62. Dewberry Engineers Inc. (Dewberry) has checked the contractor's standing with the DPOR website and they were found to be in good standing. Dewberry recommends award of the contract to White's Construction Company, Inc.

If you should have any questions, please feel free to call.

Sincerely,

A handwritten signature in blue ink that reads "Shawn R. Harden".

Shawn R. Harden, P.E.
Associate

SRH/vnl

Attachment

P:\50082115\Adm\Correspondence\Letters\2016.09.30.Award Letter.doc

Pittsylvania County Mount Tabor Road Compactor Site BID OPENING September 29, 2016 @ 10:00 a.m.				
Company	VA Contractors License Number	Bid Bond or Certified Check	Acknowledges Receipt of All Addenda	Total Base Bid
White's Construction Company, Inc.	2701-019127A	✓	✓	\$438,680.62

I certify that the lump sum prices in this tabulation are as given in the bidders respective bid proposal and that the totals are arithmetically correct.



Shawn R. Harden, P.E.

**PITTSYLVANIA COUNTY
Board of Supervisors**

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Naming Rights on County Property</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Pittsylvania County Philanthropic Naming Rights Policy</p> <p><u>STAFF CONTACT:</u> Mr. Monday; Mr. Hunt</p>	<p><u>AGENDA DATE:</u> 10/18/16</p> <p><u>ACTION:</u> Yes</p> <p><u>ATTACHMENT:</u> 1) Naming Rights Policy</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 14</p>
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BACKGROUND:

Attached please find a Pittsylvania County Philanthropic Naming Rights Policy drafted at the request of, and in conjunction with, the Community Foundation of the Dan River Region.

RECOMMENDATION:

Staff recommends the Board of Supervisors approve the attached Philanthropic Naming Rights Policy.

PITTSYLVANIA COUNTY PHILANTHROPIC NAMING RIGHTS POLICY

I. SCOPE OF POLICY:

The Pittsylvania County Board of Supervisors ("BOS") establishes the following naming rights policy to provide guidance in approving philanthropic naming rights for County owned or controlled property or facilities, recognizing financial contributions by any individual or entity. This policy shall not apply to corporate naming rights, which may be addressed as provided in a Pittsylvania County Sponsorship Policy, or honorary naming rights, which may be addressed as provided in a Pittsylvania County Honorary Naming Rights Policy.

II. DEFINITIONS:

The following words will have the meaning ascribed to them herein:

A. "civic or charitable group" shall mean a nonprofit entity, family, or group that has made a substantial contribution to the community, either through civic involvement, involvement in historic events relevant to specific County property, or to the geographical location of specific County property; or made a financial and/or in-kind donation to support a specific public service or County property. For-profit entities of any type shall not be considered a civic or charitable group.

B. "individual" shall mean a person who has made a financial and/or in-kind donation to support a specific public service or County property.

C. "honorary naming rights" shall mean the naming of County property to honor the service, commitment, or other type of participation by an individual or civic or charitable group. Honorary naming rights may be addressed as provided in a Pittsylvania County Honorary Naming Rights Policy.

D. "philanthropic naming rights" shall mean the naming of County property due to a charitable donation from an individual, civic or charitable group, or other entity or organization that is intended to enhance the community by financial and/or in-kind support for a specific public service or County property.

E. "corporate naming rights" shall mean a mutually beneficial business arrangement between the County and an external entity (individual, for-profit, or not-for-profit organization), wherein the external entity provides goods, services, or financial support to the County in return for access to the commercial and/or marketing potential associated with the public display of the external entity's name on Pittsylvania County property. Corporate naming rights are addressed as may be provided in a Pittsylvania County Sponsorship Policy.

F. "County\property" shall mean County owned or controlled real property, public facilities such as buildings or parks, features or attributes of a facility such as a bench, tree, bridge, walkway, hallway or room, or other public venue.

III. PROCESS:

The process to establish philanthropic naming rights for County property shall be as follows:

County departments, boards, or agencies may develop philanthropic naming rights opportunity plans, in conjunction with the County Administrator or his/her designee, to be implemented as approved by the BOS by resolution. For philanthropic naming rights not covered by an approved naming rights opportunity plan, a philanthropic naming rights plan shall be developed. In developing said plans, or in reviewing nominations for philanthropic naming rights as provided herein, the following criteria shall be complied with:

- A. Philanthropic naming rights opportunity plans shall establish an aggregate campaign goal. Factors to be considered in development of the goal shall include, but not be limited to, capital costs, annual operating and maintenance costs, and desirability and marketability of the opportunity. Each campaign goal shall be developed on a case-by-case basis.
- B. All assets for which naming opportunities will be offered shall be valued as a function of the aggregate campaign goal within the philanthropic naming rights opportunity plan. Factors to be considered in the valuation of each asset shall include desirability and marketability, exposure associated with the naming of the asset, and relative value as compared with other assets that are part of the campaign.
- C. In-kind donations of real property shall be valued at the fair market value of the real property. In-kind donations of personal property shall be valued at 50% of the retail cost of the personal property; provided, however, if the property donated was budgeted for acquisition by the County, the personal property shall be valued at the County's cost to acquire the personal property.
- D. All naming rights shall be approved for a specific term, which shall not be longer than the useful life of the property or facility, as determined by the County, unless otherwise established in the naming rights opportunity plan or in a donor contract approved by the County and the donor.
- E. Naming rights opportunity plans shall establish a review process either by a standing committee (the composition shall be identified in the plan) or by department employee(s), and shall be approved by the County BOS by resolution before implementation of the plan.
- F. The review committee established in the plan shall consider compliance with the established naming rights policy; whether the donation is from a potentially controversial source (*e.g.* tobacco, alcohol, etc.); appropriate signage; compliance with the required approval process for accepting

donations; whether a donor contract is appropriate, and if so, the terms thereof; citizen input; and any other relevant factors. In addition, upon notice to the BOS, the County Administrator, or his/her designee, may refuse any financial and/or in-kind donation if it is deemed to not be in the best interests of the County.

ANIMAL SHELTER NAMING OPPORTUNITIES

Naming Opportunities	Quantity	Gift Level
Shelter Building	1	\$1,000,000
Adoption Center Lobby	1	\$250,000
Education/Training/Meeting Room	1	\$100,000
Dog Kennel Wings	2	\$50,000
Medical Treatment Suite	1	\$25,000
Cat Community Rooms & Outdoor Catos	2	\$25,000
Memorial Garden	1	\$25,000
Small Animal Suite	1	\$25,000
Nursery	1	\$25,000
Kitten Room	1	\$25,000
Adoption Counseling Area	2	\$10,000
"Puff & Fluff" Grooming Area	1	\$10,000
Get Acquainted Rooms		\$10,000
Indoor Dog Kennel & Outdoor Kennel Run		\$5,000
Cat Condo		\$2,500
Cat/Kitten Cages		
Cat Isolation Cages		
Dog Isolation Cages		
Outdoor Benches	5	\$1,000
Outdoor Trees	Unlimited	\$500
Front Walkway Bricks 4" x 8"	1000	\$100

**PITTSYLVANIA COUNTY
Board of Supervisors**

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Voting Credentials – Virginia Association of Counties (VACo)</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Voting Credentials for Annual Meeting</p> <p><u>STAFF CONTACT(S):</u> Mr. Monday</p>	<p><u>AGENDA DATE:</u> 10-18-2016</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> Letter & Credentials form from VACo</p> <p><u>REVIEWED BY:</u> <i>GMS</i></p>	<p><u>ITEM NUMBER:</u> 15</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

Members of the Board of Supervisors will be attending their annual meeting for the Virginia Association of Counties (VACo) at the Homestead Omni November 13-15, 2016. Each year the Board of Supervisors votes to approve the authorized credentials for the representatives of Pittsylvania County at the Annual Business Meeting, which will be held this year on Tuesday, November 15, 2016.

DISCUSSION:

Attached hereto is the voting credential form for the annual meeting.

RECOMMENDATION:

Staff submits this to the Board of Supervisors for their review and consideration. In the past, the Board has approved the Chair to be listed as the authorized voting delegate for Pittsylvania County and one alternate.

President
Judy S. Lyttle
Surry County

President-Elect
Mary W. Biggs
Montgomery County

First Vice President
William A. Robertson, Jr.
Prince George County

Second Vice President
Sherrin C. Alsop
King and Queen County

Secretary-Treasurer
Donald L. Hart, Jr.
Accomack County

Immediate Past President
Penelope A. Gross
Fairfax County

Executive Director
Dean A. Lynch, CAE

General Counsel
Phyllis A. Errico, Esq., CAE

TO: Chairs, County Board of Supervisors
County Chief Administrative Officers

FROM: Dean A. Lynch, Executive Director

RE: Voting Credentials for the Annual Business Meeting

DATE: September 27, 2016



The 2016 Annual Business Meeting of the Virginia Association of Counties will be held on Tuesday, November 15, at 11:00 a.m. at The Homestead in Bath County.

Article VI of the VACo ByLaws states that each county shall designate a representative of its board of supervisors to cast its vote(s) at the Annual Business Meeting. However, if a member of the board of supervisors cannot be present for this meeting, the Association's ByLaws allow a county to designate a non-elected official from your county or a member of a board of supervisors from another county to cast a proxy vote(s) for your county.

For your county to be certified to vote at the Annual Business Meeting, (1) your annual dues must be paid in full and (2) either a completed Voting Credentials Form or a Proxy Statement must be submitted to VACo by November 1, 2016. Alternatively, this information may be submitted to the Credentials Committee at its meeting on Monday, November 14, at 1:00 p.m. in the Monroe Room or to the conference registration desk before this meeting.

NOMINATING COMMITTEE

The Nominating Committee will meet at 5:00 p.m. in the Mt. Vernon Room on Monday, November 14th during VACo's Annual Conference at the Homestead. The committee is charged to nominate a candidate for President-Elect, First Vice President, Second Vice President, and Secretary-Treasurer to be elected at the Annual Business Meeting. Please send your expressions of interest and nominations to the Committee or to VACo's Executive Director.

REGIONAL DIRECTORS

Pursuant to VACo's By-Laws, "regional directors shall be selected at the Annual Meeting by the member counties located within the region which the director will represent." Regional caucuses will be scheduled during the Annual Meeting to select directors. Incumbent regional directors should chair the caucuses. Reports should be given to VACo's Executive Director by 6:00 p.m. on Monday, November 14th. The attached list shows the regional directors that must be selected.

Attachments

cc: VACo Board of Directors
Nominations Committee

1207 E. Main St., Suite 300
Richmond, Va. 23219-3627

Phone: 804.788.6652
Fax: 804.788.0083

E-mail: mail@vaco.org
Web site: www.vaco.org

**VACo 2016 Annual Meeting
Voting Credentials Form**
Form may be returned by mail, fax (804-788-0083), or by email to
vsteinruck@vaco.org

Voting Delegate:
(Supervisor)

Name _____

Title _____

Locality _____

Alternate Delegate:
(Supervisor)

Name _____

Title _____

Locality _____

Certified by:
(Clerk of the Board)

Name _____

Title _____

Locality _____

**VACo 2016 Annual Meeting
Proxy Statement**

_____ County authorizes the following person to cast its vote at the 2016 Annual Meeting of the Virginia Association of Counties on November 15, 2016.

_____, a non-elected official of this county.

-OR-

_____ a supervisor from _____ County.

This authorization is:

Uninstructed. The proxy may use his/her discretion to cast _____ County's votes on any issue to come before the annual meeting.

Instructed. The proxy is limited in how he/she may cast _____ County's votes. The issues on which he/she may cast those votes and how he/she should vote are:
(List issues and instructions on the back of this form)

Certified by: Name _____

Title _____

Locality _____

- Region 1.....John M. Seward (Surry County)
- Region 3.....Patricia S. O'Bannon* (Henrico County)
- Region 5.....Ann H. Mallek (Albemarle County)
- Region 6.....Barbara J. Byrd (Clarke County)
- Region 7.....Stephanie Koren (Louisa County)
- Region 8.....John Vihstadt (Arlington County)
- Region 8.....Daniel G. Storck (Fairfax County)
- Region 8.....Sharon S. Bulova* (Fairfax County)
- Region 8.....Phyllis J. Randall (Loudoun County)
- Region 10.....Sara E. Carter (Appomattox County)
- Region 11.....Bill Thomasson (Bedford County)
- Region 12.....Timothy A. Reeves, Sr. (Wythe County)

Past Presidents:

Penelope A. Gross
 Harrison A. Moody

* ineligible for reappointment (term limit)
 VACo Bylaws: Article IX, Section 4

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Refund Request – Lighttower Fiber Networks II, LLC</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Refund Request for Overpayment</p> <p><u>STAFF CONTACT(S):</u> Mr. Monday</p>	<p><u>AGENDA DATE:</u> 10-18-2016</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> 1. Letter from Commissioner of the Revenue to County Administrator dated 10-13-2016 2. Letter from Commissioner of the Revenue to Treasurer dated 10-12-2016 3. Email from Treasurer dated 10-14-2016 with accrued interest on overpayment</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 16</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

DISCUSSION:

County staff received a letter from the Commissioner of the Revenue on 10-13-2016 concerning a request for refund of an overpayment of real property tax made by Lighttower Fiber Networks II, LLC to Pittsylvania County. (see attached). Lighttower Fiber Networks II, LLC had paid its real property tax for 2016 in full, based on the preceding year's assessment received from the State Corporation Commission (SCC). Once the Commissioner's office received the 2016 SCC report with the correct assessment values, the Commissioner's office corrected the assessment on Lighttower Fiber Networks II, LLC's account.

The tax refund amount is \$5,565.67, and interest on that amount for four (4) months is \$185.52, bringing a total refund amount of \$5,751.19 due to Lighttower Fiber Networks II, LLC.

RECOMMENDATION:

Staff recommends the Board of Supervisors approve the refund request of \$5,751.19 in real property tax overpayment, which includes interest due, to Lighttower Fiber Networks II, LLC and authorize the Treasurer to issue this refund.



OFFICE OF
COMMISSIONER OF THE REVENUE

PITTSYLVANIA COUNTY
P. O. BOX 272
CHATHAM, VIRGINIA 24531

(434) 432-7940
(434) 656-6211
FAX (434) 432-7957
shirley.hammock@pittgov.org

Shirley Yeatts Hammock
Commissioner

October 13, 2016

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

RE: REFUND REQUEST FOR LIGHTOWER FIBER NETWORKS II LLC

Dear Mr. Monday:

This letter is to advise you pursuant to Pittsylvania County Code Section 6-6.2 Refund of Local Taxes Assessed and Paid in Error of a pending refund for the above referenced taxpayer that may have an adverse effect on County finances. I am therefore requesting pursuant to this section, the Board's advice and guidance in authorizing the refund be made by the local Treasurer.

In 2016, Lightower Fiber Networks II LLC, was assessed pursuant to Virginia Code 58.1-3917 based on the preceding year's assessment received from the State Corporation Commission. After receiving the 2016 SCC report with the correct values, we made a correction on the assessment of the real estate. The assessment has been dropped and an overpayment was made on this account.

I am enclosing a copy of the letter of refund requesting the Treasurer to refund Lightower Fiber Networks II LLC, \$5,565.67 for 2016 taxes paid in error. Please feel free to contact me if you have any questions.

Regards,

Shirley Y. Hammock
Commissioner of the Revenue

SYH/ttf

Enclosure

Pc: Honorable Vincent Shorter, Treasurer
Kim VanDerHyde, Finance Director
J. Vaden Hunt, County Attorney



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shirley.hammock@pittgov.org

Shirley Yeatts Hammock
Commissioner

October 12, 2016

Mr. Vincent Shorter, Treasurer
Pittsylvania County
Chatham, VA 24531

Dear Mr. Shorter:

The following taxpayer(s) property was incorrectly taxed for the taxable year(s) 2016. The taxpayer states taxes have been paid and is requesting a refund under Sec. 58.1-3990 Code of Virginia.

Account: #220275 Parcel I.D. SCC REAL PROPERTY Full or Partial

**Name: Lighttower Fiber Networks II LLC
Bill Keefe Tax Director
80 Central St
Boxborough, MA 01719**

2016 Assessed Value: \$1,109,960

Taxes: \$6548.76

Amount of Refund Requested: \$5565.67

Thank you for your attention in this matter.

Regards,

Shirley Y. Hammock
Commissioner of the Revenue

SYH/ttf

Rebecca Flippen

From: Vincent E. Shorter
Sent: Friday, October 14, 2016 10:39 AM
To: Rebecca Flippen
Subject: Interest Calculation for Account: #220275

Rebecca,

If approved and refund is issued in the month of October, the total amount of refund including interest owed to account:220275 Lighttower Fiber Networks II LLC is \$5,751.19. The breakdown of this amount is listed below.

Amount of refund requested by the Commissioner of the Revenue	\$5,565.67
Four months interest	\$185.52
Total amount of refund including interest	\$5,751.19

Thanks,
Vincent Shorter

APPOINTMENTS

PITTSYLVANIA COUNTY

Board of Supervisors

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Appointment to the Western Virginia Emergency Medical Services Council, Inc.	<u>AGENDA DATE:</u> 10-18-2016	<u>ITEM NUMBER:</u> 17
<u>SUBJECT/PROPOSAL/REQUEST:</u> Re-Appointment	<u>ACTION:</u> Yes	<u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Mr. Monday	<u>CONSENT AGENDA:</u> <u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> Letter from WVEMS concerning appointment	
	<u>REVIEWED BY:</u> <i>GM</i>	

BACKGROUND:

The Board of Supervisors of Pittsylvania County appoints representation to the Western Virginia Emergency Medical Services Council, Inc. to service a 3-year term.

DISCUSSION:

Mr. Tim Duffer is the current representative from Pittsylvania County to this council and his term will expire December 31, 2016.. Terms to this council are for 3 years and the new term will begin January 1, 2017 and will last until December 31, 2019. Mr. Duffer is eligible for re-appointment and has indicated his willingness to continue serving on this council.

RECOMMENDATION:

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

October 5, 2016

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

Dear Clarence:

At present, Pittsylvania County is represented on the Western Virginia Emergency Medical Services Council board of directors by Tim Duffer. His term expires on December 31, 2016. He is eligible for reappointment.

We come to you to now to solicit an appointment to fill the upcoming term representing your locality. This term is for three years, and lasts until December 31, 2019. The director appointed to fill that term would be eligible for additional three-year terms.

We ask that you submit the name and contact information for your appointment at your earliest convenience. If your locality desires to re-appoint Tim, you may advise me by letter or email. No additional information is necessary. Localities typically appoint government officials, EMS agency members, or interested citizens. We encourage diversity among our board members. Our prime concern is that all of our directors take an interest and play an active role in our Council and in the continued development of our progressive EMS system.

Our Board meets quarterly in regular session in the Roanoke area, and each director is typically assigned to at least one working committee. We look forward to your reply, and to active EMS Council representation for Pittsylvania County. Please feel free to contact me for any additional information.

Sincerely,



Robert H. Logan, Ph.D.
Executive Director

Email: logan@vaems.org

Copy: Ford Wirt, President
Tim Duffer

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Upcoming Appointments	<u>AGENDA DATE:</u> 10-18-2016	<u>ITEM NUMBER:</u> 18
<u>SUBJECT/PROPOSAL/REQUEST:</u> Upcoming appointments	<u>ACTION:</u>	<u>INFORMATION:</u> Yes
<u>STAFF CONTACT(S):</u> Mr. Monday	<u>CONSENT AGENDA:</u> <u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> 1. Table of upcoming appointments	
	<u>REVIEWED BY:</u> 	

BACKGROUND:

DISCUSSION:

For your review, attached is a list of upcoming appointments that will be placed on future agendas in November and December.

RECOMMENDATION:

Staff submits this to the Board for their review.

PITTSYLVANIA COUNTY BOARDS, COMMISSIONS AND AGENCIES
Listing of Term Expirations for
2016
(Vacancies highlighted)

Board, Commission or Agency	Term Expires	Term Limits	Persons Interested	District or Slot Filled
Pittsylvania County IDA				Seven (7) Members Appointed by the Board of Supervisors
Ronald "Ron" McMahon	11/30/2019	4 years		Westover
Charlie Mahan	11/30/2020	4 years		Callands/Gretna
Randy Anderson	11/30/2020	4 years		Banister
Stanley Simpson	12/31/2016	4 years		Staunton River
Eddie Hite	12/31/2016	4 years		Dan River
Ronnie L. Haymore	11/30/2017	4 years		Tunstall
Joey Faucette	11/30/2017	4 years		Chatham/Blairs

Board, Commission or Agency	Term Expires	Term Limits	Persons Interested	District or Slot Filled
Pittsylvania County Beautification Committee				One (1) Member from Each District Appointed by the Board of Supervisors
George Henderson	12/31/2016	1 year		Tunstall
Mollie Holmes	12/31/2016	1 year		Banister
Marie Young	12/31/2016	1 year		Callands/Gretna
Mary Lee Black	12/31/2016	1 year		Chatham/Blairs
Ruth Walden	12/31/2016	1 year		Dan River
Diane P. Donnelly	12/31/2016	1 year		Staunton River
VACANT	12/31/2016	1 year		Westover
Jessie Barksdale	12/31/2016	1 year		Board Representative

REPORTS FROM BOARD MEMBERS

REPORTS FROM LEGAL COUNSEL

**REPORTS FROM
COUNTY
ADMINISTRATOR**

2314 Franklin Tpke
Danville, VA 24540
October 3, 2016

Mr. Otis Hawker
Pittsylvania County Administration
P O Box 426
Chatham, VA 24531

Dear Otis:

On behalf of the Pittsylvania Historical Society I want to thank you and your fine staff for all that you do for us at Callands, the site of our festival each year.

Throughout the year the grounds are pristine and so well kept. Darrell Dalton should be commended for his efforts in taking care of our every need, not only for our festival but all year long. Please let him know how much he is appreciated by all of us.

The society has already begun to make plans to celebrate our county's 250th anniversary beginning in January, 2017. We plan to have year-long events throughout the county and hope that you will be able to attend some of these.

Sincerely,



James M. Doss

/jmd

CLOSED SESSION

ADJOURNMENT

