



**BOARD OF SUPERVISORS
BUSINESS MEETING
Tuesday, August 18, 2020 – 7:00 PM**

**Gallery Room - Chatham Community Center
115 South Main Street,
Chatham, Virginia 24531**

AGENDA

- 1. CALL TO ORDER (7:00 PM)**
- 2. ROLL CALL**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. AGENDA ITEMS TO BE ADDED**
- 6. APPROVAL OF AGENDA**
- 7. CONSENT AGENDA**
 - a. Minutes Approval (Staff Contact: Kaylyn M. McCluster)
 - b. 2020 Year End Budget Amendments (Staff Contact: Kimberly G. Van Der Hyde)
 - c. Cherrystone Dams #1 and #2A Dam Break Inundation Zone Analysis, Mapping, and Digitization Grant Acceptance and Emergency Plan Development/Emergency Preparedness Plan Grant Acceptance (Staff Contact: Richard N. Hicks)
 - d. Resolution # 2020-08-01 (VDOT Road Distance Changes) Adoption (Staff Contact: Richard N. Hicks)
 - e. Resolution # 2020-08-02 (SVMP Site Improvement Grant #2 Support) Adoption (Staff Contact: Matthew D. Rowe)
 - f. Resolution # 2020-08-04 (Acceptance and Acknowledgment of PCSA Dissolution/Termination Intention) Adoption (Staff Contact: J. Vaden Hunt, Esq.)
 - g. Award of Roll Off Truck Purchase Approval (Staff Contact: Connie M. Gibson)
 - h. Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson)
 - i. Proclamation: Pet Center Recognition (Staff Contact: Kaylyn M. McCluster)

- j. Revised Local Emergency Declaration Approval (Staff Contact: David M. Smitherman)

8. PRESENTATIONS

9. HEARING OF THE CITIZENS

Each person addressing the Board under Hearing of the Citizens shall be a resident or land owner of the County, or the registered agent of such resident or land owner. Each person shall step up, give his/her name and district in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes. No person shall be permitted to address the Board more than once during Hearing of the Citizens. All remarks shall be addressed to the Board as a body and not to any individual member thereof. Hearing of the Citizens shall last for a maximum of forty-five (45) minutes. Any individual that is signed up to speak during said section who does not get the opportunity to do so because of the aforementioned time limit, shall be given speaking priority at the next Board meeting. Absent Chairman's approval, no person shall be able to speak who has not signed up.

10. PUBLIC HEARINGS

A. Rezoning Public Hearings

Pursuant to Article V, Division 6, of the Pittsylvania County Zoning Ordinance, the Board of Supervisors have been empowered to hear and decide specific zoning issues and zoning map changes in support of said Ordinance. In accomplishing this important task, the Board is responsible for promoting the health, safety, and general public welfare of the citizens of Pittsylvania County. The Board must ensure that all of its decisions and regulations be directed to these goals and that each be consistent with the environment, the comprehensive plan, and in the best interest of Pittsylvania County, its citizens, and its posterity.

Case 1: Public Hearing: Rezoning Case R-20-015; Joseph and Robin Motley; Banister Election District, A-1, Agricultural District, to R-1, Residential Suburban Subdivision District (Supervisor Miller)

B. Other Public Hearings

Each person addressing the Board under a Public Hearing shall step up, give his/her name and district, and/or his/her place of residency for non-County citizens, in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes; speakers for a group shall be limited to ten (10) minutes. Speakers shall conclude their remarks at that time, unless the consent of the Board is affirmatively given to extend the speakers allotted time. Absent Chairman's approval, no person shall be able to speak who has not signed up.

- 1. Public Hearing: Hope Ministries Tax Exemptions (Staff Contact: Robin C. Goard)
- 2. Public Hearing: Fiber Easement Under County Railway (Staff Contact: Richard N. Hicks)

3. Public Hearing: County/DHCD COVID-19 Small Business Recovery Assistance Grant Program Application (Staff Contact: Matthew D. Rowe)

11. UNFINISHED BUSINESS

12. NEW BUSINESS

13. APPOINTMENTS

- a. Appointment: DPCS (Contact: Chariman Warren)

14. MATTERS FROM WORK SESSION (IF ANY)

15. BOARD MEMBER REPORTS

16. COUNTY ADMINISTRATOR REPORTS

17. ADJOURNMENT



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Minutes Approval (Staff Contact: Kaylyn M. McCluster)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	August 18, 2020	Item Number:	7.a
Attachment(s):	07-21-2020 Finance - DRAFT 07-21-2020 Work Session - DRAFT 07-21-2020 Business Meeting - DRAFT		
Reviewed By:	<i>VH</i>		

July 21, 2020
Finance Committee

**Pittsylvania County Board of Supervisors
Finance Committee Meeting
July 21, 2020**

VIRGINIA: The Finance Committee Meeting was held on July 21, 2020, in the Gallery Room, Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531. Ronald S. Scarce, Chairman, called the Meeting to Order at 2:30 PM. The following Members were present:

CALL TO ORDER (2:30 PM)

Attendee Name	Title	Status
Robert ("Bob") W. Warren	Chairman, Chatham Blairs District	Present
Ronald S. Scarce	Vice-Chairman, Westover District	Present
Joe B. Davis	Supervisor, Dan River District	Present
Timothy W. Dudley	Supervisor, Staunton River District	Present
Ben L. Farmer	Supervisor, Callands-Gretna District	Present
William "Vic" Ingram	Supervisor, Tunstall District	Present
Charles H. Miller	Supervisor, Banister District	Present

AGENDA ITEMS TO BE ADDED

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor, Dan River District
SECONDER:	William ("Vic") Ingram, Supervisor, Tunstall District
AYES:	Scarce, Davis, Ingram, Miller

NEW BUSINESS

a. FY20 Year End Report and Budget Adjustments

Mrs. Van Der Hyde stated revenues are in good shape and expenditures are down due to COVID-19. There is no exact figure to finish the year, but the year will finish in the black. Mrs. Van Der Hyde went over the Budget Adjustments needed as presented in the Board Packet.

Motion to approve the presented FY19-20 Budget Adjustments and recommend approval by the full Board.

**Board of Supervisors
July 21, 2020
Finance Committee**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor, Dan River District
SECONDER:	William ("Vic") Ingram, Supervisor, Tunstall District
AYES:	Scarce, Davis, Ingram, Miller

b. FY21 Budget Adjustments and Carryover Requests

Mrs. Van Der Hyde stated the FY21 Budget adopted on April 2, 2020, needs adjustment due to changes in anticipated revenue (including Grant awards) and the addition of PCSA operations to the General Fund. The Landfill Fund also requires adjustment to properly account for unanticipated revenue and cost allocation of General Fund Salaries. This year's General Fund requests total \$355,287,94 are to be utilized by the Sheriff, Volunteer Fire and Rescue Service, CSA, and Animal Control (attached). The School Division has requested \$1,599,963 of FY20 operating savings to be used for COVID19-related expenses; it also requests \$2,184,727 to be used for Capital Improvements to various facilities. The total School Division carryover request is \$3,784,654

Mrs. Tracey Worley, Pittsylvania County Schools, also spoke on behalf of the School's carryover request. She stated that there could be a loss of kids for the upcoming school year due to the pandemic, and less students would mean lower ADM money.

After much discussion between the Committee and Dr. Jones, the Committee decided to grant the School Board's requested amount.

Motion to approve all carryovers as presented by Mrs. Van Der Hyde and the full amount requested by the School Board.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Charles H. Miller, Supervisor, Banister District
SECONDER:	Joe B. Davis, Supervisor, Dan River District
AYES:	Scarce, Davis, Dudley, Farmer, Ingram, Miller

c. Recess

Motion to recess Meeting. Motion passed unanimously by Committee.

The Committee recessed at 3:31 PM.

The Committee reconvened at 3:34 PM.

**Board of Supervisors
July 21, 2020
Finance Committee**

RESULT: APPROVED [UNANIMOUS]
MOVER: William ("Vic") Ingram, Supervisor, Tunstall District
SECONDER: Joe B. Davis, Supervisor, Dan River District
AYES: Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

d. FY21 Capital Appropriations

The County Administrator placed all FY21 General Fund capital expenses "on hold" pending clarity around COVID19 financial impacts. It has been both formally and informally requested that a Gretna Rescue Squad appropriation (\$90,000) be released to complete its purchase of a \$268,827 ambulance. Currently, County Staff knows of no other critical or imminent capital fund use needs. The Board has previously expressed desire to utilize funding Agreements for the future distribution of capital funds for volunteer agency apparatus purchase. The purpose of the Agreement is largely to ensure that the County has pro-rata ownership of the vehicle, the right of first refusal if the apparatus is ever sold, and to pre-negotiate an end of life purchase price. The County Attorney has drafted an Agreement suitable for the Gretna request and all requests going forward.

Mr. Smitherman stated that he does not see a need to unfreeze items, but the Gretna ambulance is priority and those funds should be made available so Gretna is able to complete that purchase.

Motion that the Finance Committee recommend release of \$90,000 in capital funds to the Gretna Rescue Squad upon execution of the presented Memorandum of Understanding.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Joe B. Davis, Supervisor, Dan River District
SECONDER: William ("Vic") Ingram, Supervisor, Tunstall District
AYES: Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

e. Coronavirus Relief Fund (CRF) Application Review

The County's CRF Committee received approximately \$3.8M of requests for qualified purchases from the County's \$5.3M CARES Act funds. The Committee and Executive Team have approved \$1.4M of submitted projects. This evening the Committee is asked to consider recommending award of submitted applications over the County Administrator's \$100,000 expense ceiling as outlined below and in the attachment.

Department	Item Requested	Amount Requested
DSS	Financial Relief for Citizens Experiencing Past Due Electrical Service	100,000.00
Public Safety	Ambulances (3), stretcher lift and stretcher	800,000.00
Schools	3,000 Chromebooks	955,660.70

County Staff is currently soliciting bids for three (3) requested ambulances. These would be County-owned and will replace end of life vehicles within the County fleet and an ambulance for

**Board of Supervisors
July 21, 2020
Finance Committee**

volunteer agency use. County Staff hopes to save money by purchasing at least one (1) remounted or slightly used vehicle. The School Division desires to purchase 3,000 Chromebooks for student take-home use. Superintendent Mark Jones will be in attendance to further present the request. DSS Director, Chris Spain, has asked to increase funds available to assist citizens with utility bills under the existing utility assistance program. These payments would be for families negatively affected by COVID19 impacts.

Motion to approve the three (3) requested CRF projects as presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William ("Vic") Ingram, Supervisor, Tunstall District
SECONDER:	Charles H. Miller, Supervisor, Banister District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

f. Fire and Rescue Commission Recommendations: Emergency Funding Requests

The Fire and Rescue Commission forwarded recommendations that Brosville Fire and Rescue and Cool Branch Fire be allowed to access the recently created Volunteer Capital Reserve Emergency Fund to replace a failed ambulance engine and a failed air conditioning unit. There is presently about \$46,000 available in the Emergency Fund. The use of the capital reserve emergency fund is intended to aid in emergency response repairs, not general maintenance.

Motion to approve Brosville's \$4,000 emergency funding request, disapprove the \$4,000 request for Cool Branch Fire, request of the Fire and Rescue Commission to complete a capital inventory and a replacement schedule for all capital items, and that the emergency fund policy be modified to specify that it is only for emergency needs that are preventing adequate emergency response.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor, Dan River District
SECONDER:	Ronald S. Scearce, Vice-Chairman, Westover District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

g. Fire and Rescue Commission Recommendations: Annual Service Agreements

Motion to approve the Annual Service Agreement with training records and fire response records included in the Annual Service Agreement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Charles H. Miller, Supervisor, Banister District
SECONDER:	Joe B. Davis, Supervisor, Dan River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

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 Finance Committee

h. Fire and Rescue Commission Recommendations: Volunteer Agency Annual Reporting Requirements

As aware, the Board approved the Financial Reporting Requirements at its June 16, 2020 Meeting, which stated that the IRS-990 Form must be submitted annually. The Fire and Rescue Commission ratified the Board's Policy at its June 23, 2020 Meeting.

Motion to send each Agency a letter informing them of the financial reporting requirements. This will include the annual audits to be drawn at random and that all 2018 IRS-990 Forms must be received prior to the first payment under the FY21 Service Agreement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William ("Vic") Ingram, Supervisor, Tunstall District
SECONDER:	Joe B. Davis, Supervisor, Dan River District
AYES:	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

i. Sheriff Longevity-Based Salary Adjustment

The Finance Committee considered including Sheriff Mike Taylor in the recently approved Salary Study as it relates to his County-service prior to becoming a Constitutional Officer. Mr. Taylor served as a Deputy for 32 years, 11 months. If approved, Sheriff Taylor's salary would increase by 8.25% (retroactive July 1, 2020) and again by 8.25% on July 1, 2021.

Motion that Sheriff Mike Taylor's salary be adjusted on the same schedule as all Sheriff's Department employees considering his almost 33 years of County service prior to election.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	William ("Vic") Ingram, Supervisor, Tunstall District
SECONDER:	Joe B. Davis, Supervisor, Dan River District
AYES:	Warren, Scarce, Davis, Dudley, Farmer, Ingram, Miller

j. 2022 Reassessment Project Budget Report

Mr. Smitherman stated that the anticipated Reassessment cost is \$602,151.75. This is \$316,873.50 less than the last Reassessment period. Smitherman also presented to the Committee a Reassessment Comparison that is included below.

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Finance Committee**

Reassessment Comparison

FY2019 Reassessment Costs		
100-4-012320-101100	BOARD MEMBERS-COMPENSATION	41,250.00
100-4-012320-130000	PART-TIME SALARIES AND WAG	68,147.18
100-4-012320-210000	FICA	5,160.99
100-4-012320-230000	BCBS-CO. SHARE	14,918.92
100-4-012320-260000	UNEMPLOYMENT INSURANCE	344.24
100-4-012320-270000	WORKMAN'S COMPENSATION	58.70
100-4-012320-316000	CONSULTANTS-APPRAISERS	739,852.00
100-4-012320-317200	CONTRACT SERVICES	22,498.00
100-4-012320-317500	COMPUTER SERVICES	12,243.55
100-4-012320-360000	ADVERTISING	932.40
100-4-012320-521000	POSTAGE	9.80
100-4-012320-523000	TELEPHONE	1,300.75
100-4-012320-542000	RENTAL - BUILDINGS	935.00
100-4-012320-600100	OFFICE SUPPLIES	11,373.69

TOTAL 919,025.22

FY2023 Reassessment Cost Estimates

FY2021 Budget-Year 1

100-4-012320-101100	BOARD MEMBERS-COMPENSATION	16,500.00
100-4-012320-210000	FICA	1,263.00
100-4-012320-316000	CONSULTANTS-APPRAISERS	274,872.38
100-4-012320-317500	COMPUTER SERVICES	8,000.00

TOTAL - YEAR 1 300,635.38

FY2022 Budget-Year 2

100-4-012320-101100	BOARD MEMBERS-COMPENSATION	24,750.00
100-4-012320-210000	FICA	1,894.00
100-4-012320-316000	CONSULTANTS-APPRAISERS	274,872.38

TOTAL - YEAR 2 301,516.38

TOTAL REASSESSMENT 602,151.75

SAVINGS OVER FY2019 REASSESSMENT 316,873.50

MATTERS FROM COMMITTEE MEMBERS

Adjourn at 4:10 PM

CLOSED SESSION

The Closed Session was moved to the Work Session due to time constraints.

ADJOURNMENT

Mr. Scarce adjourned the Meeting at 4:10 PM.

July 21, 2020
Work Session

**Pittsylvania County Board of Supervisors
Work Session
July 21, 2020**

VIRGINIA: The Work Session of the Pittsylvania County Board of Supervisors was held on July 21, 2020, in the Gallery Room, Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531. Robert (“Bob”) W. Warren, Chairman, called the Meeting to Order at 4:30 PM. The following Members were present:

CALL TO ORDER (4:30 PM)

Attendee Name	Title	Status	Arrived
Robert (“Bob”) W. Warren	Chairman, Chatham Blairs District	Present	4:16 PM
Ronald S. Scearce	Vice-Chairman, Westover District	Present	4:17 PM
Joe B. Davis	Supervisor, Dan River District	Present	4:18 PM
Timothy W. Dudley	Supervisor, Staunton River District	Present	4:14 PM
Ben L. Farmer	Supervisor, Callands-Gretna District	Present	4:15 PM
William (“Vic”) Ingram	Supervisor, Tunstall District	Present	4:15 PM
Charles H. Miller	Supervisor, Banister District	Present	4:19 PM

AGENDA ITEMS TO BE ADDED

Motion to add item 8c

Motion to Closed Session, Franklin County Fire and EMS

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

Legal Authority: Virginia Code 2.2-3711(A)(8)
 Subject Matter: Franklin County/Cool Branch Fire and EMS Service
 Purpose: Consultation/Advice from Legal Counsel Regarding Related Contract Negotiations

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ben L. Farmer, Supervisor, Callands-Gretna District
SECONDER:	Robert (“Bob”) W. Warren, Chairman, Chatham Blairs District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

APPROVAL OF AGENDA

Motion to approve Agenda.

**Board of Supervisors
July 21, 2020
Work Session**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Charles H. Miller, Supervisor, Banister District
SECONDER:	Ronald S. Scearce, Vice-Chairman, Westover District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

Motion to recess Meeting. The Board unanimously voted to recess Meeting at 4:32 PM.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Timothy W. Dudley, Supervisor, Staunton River District
SECONDER:	Ben L. Farmer, Supervisor, Callands-Gretna District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

The Board reconvened the Meeting at 5:10 PM.

PRESENTATIONS

a. Department Head Spotlight (Commissioner of the Revenue); (Contact: Robin C. Goard)

The Honorable Robin C. Goard, County Commissioner of the Revenue, briefed the Board on the operations of the Commissioner of the Revenue's Office.

STAFF, COMMITTEE, AND/OR CONSTITUTIONAL OFFICER REPORTS

a. Finance Committee Recommendations (Staff Contact: David M. Smitherman); (10 minutes)

Mr. Smitherman stated the following items were forwarded to the Board for consideration and approval from the earlier Finance Committee Meeting:

- a. FY20 Year End Report and Budget Adjustments Approval
- b. FY21 Budget Adjustments and Carryover Requests Approval
- c. FY21 Capital Appropriations Approval
- d. Coronavirus Relief Fund (CRF) Application Approval
- e. Fire and Rescue Commission Recommendations: Emergency Funding Requests
- f. Fire and Rescue Commission Recommendations: Annual Service Agreement Approval
- g. Fire and Rescue Commission Recommendations: Volunteer Agency Annual Reporting Requirements Approval
- h. Sheriff Longevity-Based Salary Adjustment Approval

BUSINESS MEETING DISCUSSION ITEMS

CLOSED SESSION

Add Sheriff's Closed Session

The Committee was unable to hold the Sheriff's Closed Session due to time constraints at the

**Board of Supervisors
July 21, 2020
Work Session**

Finance Committee Meeting.

Motion to add the Closed Session from the Finance Committee Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ben L. Farmer, Supervisor, Callands-Gretna District
SECONDER:	Charles H. Miller, Supervisor, Banister District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

Enter Closed Session

Motion to enter Closed Session.

The Board entered Closed Session at 5:56 PM.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scearce, Vice-Chairman, Westover District
SECONDER:	Joe B. Davis, Supervisor, Dan River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

- a. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.
 - (1) Legal Authority: Virginia Code § 2.2-3711(A)(8)
Subject Matter: Project FX
Purpose: Local Performance Agreement Review
- b. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body.
 - (1) Legal Authority: Virginia Code § 2.2-3711(A)(1)
Subject Matter: Board of Assessors (“BOA”)
Purpose: Discussion of Potential BOA Appointees
- c. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.
 - (1) Legal Authority: Virginia Code § 2.2-3711(A)(8)
Subject Matter: Franklin County/Cool Branch Fire and EMS Service
Purpose: Consultation/Advice from Legal Counsel Regarding Related Contract Negotiations

Board of Supervisors
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Work Session

d. Discussion of plans to protect public safety as it relates to terrorist activity or specific cybersecurity threats or vulnerabilities and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such matters or a related threat to public safety; discussion of information subject to the exclusion in subdivision (2) or (14) of § 2.2-3705.2, where discussion in an open meeting would jeopardize the safety of any person or the security of any facility, building, structure, information technology system, or software program; or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure.

- (1) Legal Authority: Virginia Code § 2.2-3711(A)(19)
- Subject Matter: County Building
- Purpose: Discussion of County Building Upfit/Build-Out for Law Enforcement Purposes

RETURN TO OPEN SESSION & CLOSED SESSION CERTIFICATION

a. Closed Session Certification

The Board returned to Open Session at 6:56 PM and the following Certification was recorded:

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
CLOSED MEETING CERTIFICATION

BE IT RESOLVED that at the Meeting of the Pittsylvania County Board of Supervisors (the “Board”) on July 21, 2020, 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 (the “Act”) and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Board Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Board's Minutes.

	<u>Vote</u>
Joe B. Davis	Yes
Timothy W. Dudley	Yes
Ben L. Farmer	Yes
William (“Vic”) Ingram	Yes
Charles H. Miller, Jr.	Yes
Ronald S. Scearce	Yes
Robert (“Bob”) W. Warren	Yes

ADJOURNMENT

Attachment: 07-21-2020 Work Session - DRAFT (2117 : Minutes Approval (Staff Contact: Kaylyn M. McCluster))

**Board of Supervisors
July 21, 2020
Work Session**

Mr. Warren adjourned the Meeting at 6:58 PM.

Draft

July 21, 2020
Business Meeting

**Pittsylvania County Board of Supervisors
Business Meeting
July 21, 2020**

VIRGINIA: The Business Meeting of the Pittsylvania County Board of Supervisors was held on July 21, 2020 in the Gallery Room, Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531. Robert (“Bob”) W. Warren, Chairman, called the Meeting to Order at 7:00 PM. The following Members were present:

CALL TO ORDER (7:00 PM)

Attendee Name	Title	Status	Arrived
Robert ("Bob") W. Warren	Chairman, Chatham Blairs District	Present	6:35 PM
Ronald S. Scearce	Vice-Chairman, Westover District	Present	6:36 PM
Joe B. Davis	Supervisor, Dan River District	Present	6:36 PM
Timothy W. Dudley	Supervisor, Staunton River District	Present	6:34 PM
Ben L. Farmer	Supervisor, Callands-Gretna District	Present	6:36 PM
William ("Vic") Ingram	Supervisor, Tunstall District	Present	6:35 PM
Charles H. Miller	Supervisor, Banister District	Present	6:37 PM

AGENDA ITEMS TO BE ADDED

Motion to add the following items to the Agenda:

Under Matters from Work Session:

- a. FY20 Year End Report and Budget Adjustments
- b. FY21 Budget Adjustments and Carryover Requests
- c. FY21 Capital Appropriations
- d. Coronavirus Relief Fund (CRF) Application Review
- e. Fire and Rescue Commission Recommendations: Emergency Funding Requests
- f. Fire and Rescue Commission Recommendations: Annual Service Agreements
- g. Fire and Rescue Commission Recommendations: Volunteer Agency Annual Reporting Requirements
- h. Sheriff Longevity-Based Salary Adjustment

Under New Business:

Resolution #2020-07-05

**Board of Supervisors
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Business Meeting**

RESULT: ADOPTED [UNANIMOUS]
MOVER: Ronald S. Scearce, Vice-Chairman, Westover District
SECONDER: Joe B. Davis, Supervisor, Dan River District
AYES: Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Ronald S. Scearce, Vice-Chairman, Westover District
SECONDER: Joe B. Davis, Supervisor, Dan River District
AYES: Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

CONSENT AGENDA

Motion to approve Consent Agenda.

Mr. Farmer stated item k, Telework Policy, shows employees how much we care. Employees will have a tough time with scheduling and children going back to school. This shows the progressiveness of the County.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Ronald S. Scearce, Vice-Chairman, Westover District
SECONDER: Timothy W. Dudley, Supervisor, Staunton River District
AYES: Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

- a. Minutes Approval (Staff Contact: Kaylyn M. McCluster)
- b. Resolution # 2020-07-01 Support for Southside Economic Development Tobacco Commission Loan Application for AEP Megasite Transmission Line Relocation Adoption (Staff Contact: Matthew D. Rowe)
- c. Resolution # 2020-07-02 (Smart Scale Applications Support) Approval (Staff Contact: Emily S. Ragsdale)
- d. 2020 Year End Budget Amendments Approval (Staff Contact: Kimberly G. Van Der Hyde)
- e. Budget Appropriation Resolution Revisions Approval (Staff Contact: Kimberly G. Van Der Hyde)
- f. County/IDA Audit Cost Sharing MOU Approval (Staff Contact: Kimberly G. Van Der Hyde)
- g. Janitorial Services for Libraries Award (Staff Contact: Connie M. Gibson)

**Board of Supervisors
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Business Meeting**

- h. Mt. Hermon Fire and Rescue Public Safety Staff Housing Agreement Approval (Staff Contact: Christopher C. Slemp)
- i. Revised Local Work Plan During Local Emergency Proclamation Adoption (Staff Contact: Holly E. Stanfield)
- j. Pet Center Positions Merger Change Approval (Staff Contact: Holly E. Stanfield)
- k. Telework Policy Adoption (Staff Contact: Holly E. Stanfield)

ITEMS REMOVED FROM CONSENT AGENDA

PRESENTATIONS

HEARING OF THE CITIZENS

Mr. Kell Stone, Banister District, stated his concern regarding the Confederate flags flying in the County and the statute that stands between the Sheriff's Department and the Courthouse.

PUBLIC HEARINGS

Rezoning Public Hearings

Case 1: Rezoning Case R-20-014; Shockoe Solar, LLC; Banister Election District; R-1, Residential Suburban Subdivision District, and RC-1, Residential Combined Subdivision District, to A-1, Agricultural District (Contact: Supervisor: Miller)

Mr. Warren opened the Public Hearing at 7:09 PM. Representative from Shockhoe Solar, LLC was present to represent the Petition. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:11 PM.

Motion to rezone a total of nine (9) parcels of land, totaling 74.40 acres, from R-1, Residential Suburban Subdivision District, and RC-1, Residential Combined Subdivision District, to A-1, Agricultural District (for a utility scale solar energy facility, which will also require a Special Use Permit).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Charles H. Miller, Supervisor - Banister District
SECONDER:	Timothy W. Dudley, Supervisor - Staunton River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

Other Public Hearings

- 1. Public Hearing: FY 2020 County Budget Amendments (Staff Contact: Kimberly G. Van Der Hyde)**

Virginia Code § 15.2-2507 states that "Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted

**Board of Supervisors
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budget as prescribed by section 15.2-2504. However, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in that locality at least seven days prior to the meeting date.” An advertisement of this Budget Amendment appeared in the Chatham Star Tribune on July 8, 2020, which satisfies the seven (7)-day requirement.

The Budget Amendments being requested total \$10,369,236.93, which includes \$3,784,653.76 of School carryovers, a net total of \$847,644.00 for an additional School Appropriation due to expected CARES funding, a total of \$416,652 in additional revenue to the General Fund, a total of \$2,925,500 for the PCSA Budget, a total of \$756,971.31 of Grant Funds, a total of \$1,282,527.92 for additional revenue expected in the Landfill Fund, and \$355,287.94 of County carryovers and other Budget Amendments.

Mr. Warren opened the Public Hearing at 7:13 PM. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:15 PM.

Motion to approve the appropriation of the Budget Amendments totaling \$10,369,236.93 to the FY 2021 County Budget as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scearce, Vice-Chairman, Westover District
SECONDER:	Ben L. Farmer, Supervisor, Callands-Gretna District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

2. Public Hearing: County/DHCD COVID-19 Small Business Recovery Assistance Grant Program Application (Staff Contact: Matthew D. Rowe)

County Staff requested approval of a Grant request of \$330,000 to Virginia Department of Housing and Community Development (“DHCD”) to provide Grants with a maximum of \$15,000 for Small Businesses showing PPE needs and related supplies or rental assistance to rapidly and safely reopen or remain open due to the COVID-19 Pandemic. Grants can be up to \$10,000 in rental assistance and \$5,000 for retooling. Two (2) Public Hearings and a Resolution are required by DHCD to gather community input prior to submitting the Grant Application.

Mr. Warren opened the Public Hearing at 7:18 PM. No one signed up to speak and Mr. Warren closed the Public Hearing at 7:18 PM.

Motion to authorize County Staff to advertise for and conduct second Public Hearing for the County/DHCD CDBG COVID-19 Small Business Recovery Assistance Grant application at its August Business Meeting.

**Board of Supervisors
July 21, 2020
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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor, Dan River District
SECONDER:	Ben L. Farmer, Supervisor, Callands-Gretna District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

UNFINISHED BUSINESS

NEW BUSINESS

A. RESOLUTION # 2020-07-05

Mr. Scearce presented Resolution # 2020-07-05 stating the County is sticking by being a sanctuary county and not imposing any new regulations in relations to gun rights within the County.

Motion to approve Resolution # 2020-07-05 as presented.

Board of Supervisors
 July 21, 2020
 Business Meeting

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
 RESOLUTION # 2020-07-05**

VIRGINIA, at a Regular Business Meeting of the Pittsylvania County Board of Supervisors ("Board"), held on July 21, 2020, the following Resolution was presented and adopted:

WHEREAS, in acknowledgment of its deep commitment to the rights of all citizens of, and visitors to, Pittsylvania County, Virginia ("County"), to keep and bear arms, the Board declared the County to be a "Second Amendment Sanctuary;" and

WHEREAS, certain legislation has been passed in the Virginia General Assembly that allows localities to, by Ordinance, ban otherwise lawfully possessed and transported firearms from certain public spaces, causing law-abiding citizens to be exposed to a patchwork of local ordinances as they travel throughout the Commonwealth; and

WHEREAS, the Board acknowledges the significant economic contribution made to our community by tourists and visitors and does not wish to discourage travel to the County; and

WHEREAS, the County wishes to welcome all law-abiding citizens who wish to live in, visit, or otherwise participate in the County's economy, including those citizens and visitors who choose to legally and responsibly carry a firearm for personal protection; and

WHEREAS, the Board not wish to infringe on the rights of the citizens of, or visitors to the County to keep and bear arms; and

WHEREAS, the Board wishes to express its continued opposition to any law that would unconstitutionally restrict the rights of the citizens of, and visitors to the County to keep and bear arms.

NOW, THEREFORE, BE IT RESOLVED by that the Board declares that it shall not exercise any authority granted to it by § 15.2-915(E), Code of Virginia, 1950, as amended, to regulate or prohibit the otherwise legal purchase, possession, or transfer of firearms or ammunition.

Given under my hand this 21st day of July, 2020.

Robert ("Bob") W. Warren, Chairman
 Pittsylvania County Board of Supervisors

Attachment: 07-21-2020 Business Meeting - DRAFT (2117 : Minutes Approval (Staff Contact: Kaylyn M. McCluster))

**Board of Supervisors
July 21, 2020
Business Meeting**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scearce, Vice-Chairman, Westover District
SECONDER:	Joe B. Davis, Supervisor, Dan River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

APPOINTMENTS

a. Appointment: Planning Commission (Callands-Gretna District); (Contact: Supervisor Farmer)

Motion to re-appoint Mrs. Mease to the County's Planning Commission for another four (4) year term, beginning August 1, 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ben L. Farmer, Supervisor, Callands-Gretna District
SECONDER:	Timothy W. Dudley, Supervisor, Staunton River District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

MATTERS FROM WORK SESSION (IF ANY)

a. FY20 Year End Budget Amendments

This item was handled earlier in the Consent Agenda.

b. FY21 Budget Adjustments and Carryover Requests

This item was handled during the 2020 County Budget Amendments Public Hearing.

c. FY21 Capital Appropriations

Motion to approve the FY21 Capital Appropriations as presented in the Finance Committee Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe B. Davis, Supervisor, Dan River District
SECONDER:	William "Vic" Ingram, Supervisor, Tunstall District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

d. Coronavirus Relief Fund Applications Approval

Motion to approve the Coronavirus Relief Fund applications as presented in the Finance Committee Meeting.

**Board of Supervisors
July 21, 2020
Business Meeting**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scearce, Vice-Chairman, Westover District
SECONDER:	William ("Vic") Ingram, Supervisor, Tunstall District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

e. Fire and Rescue, Emergency Funding Requests

The Finance Committee voted to approve Brosville's \$4,000 emergency funding request, disapprove the \$4,000 request for Cool Branch Fire, request of the Fire and Rescue Commission to complete a capital inventory and a replacement schedule for all capital items, and that the emergency fund policy be modified to specify that it is only for emergency needs that are preventing adequate emergency response.

Motion to ratify the decision of the Finance Committee.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scearce, Vice-Chairman, Westover District
SECONDER:	William ("Vic") Ingram, Supervisor, Tunstall District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

f. Fire and Rescue, Annual Service Agreement

Motion to approve the Annual Service Agreements as presented in the Finance Committee Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ronald S. Scearce, Vice-Chairman, Westover District
SECONDER:	William ("Vic") Ingram, Supervisor, Tunstall District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

g. Fire and Rescue, Volunteer Agency Annual Reporting Requirements

Motion to approve the Volunteer Agency Annual Reporting Requirements as presented in the Finance Committee Meeting.

**Board of Supervisors
July 21, 2020
Business Meeting**

RESULT:	APPROVED [6 TO 1]
MOVER:	Ronald S. Scearce, Vice-Chairman, Westover District
SECONDER:	Timothy W. Dudley, Supervisor, Staunton River District
AYES:	Warren, Scearce, Davis, Dudley, Ingram, Miller
NAYS:	Farmer

h. Sheriff Longevity-Based Salary Adjustment

Motion to approve the Sheriff's Longevity-Based Salary Adjustment as presented in the Finance Committee.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	William ("Vic") Ingram, Supervisor, Tunstall District
SECONDER:	Ronald S. Scearce, Vice-Chairman, Westover District
AYES:	Warren, Scearce, Davis, Dudley, Farmer, Ingram, Miller

BOARD MEMBER REPORTS

Dr. Miller presented to the Board his desire for the Board to endorse his statue Project. Mr. Scearce encouraged citizens to research the COVID-19 Pandemic. Mr. Farmer thanked County Staff for allowing him to participate remotely in the June Board Meeting. He recognized Mr. Kell Stone for leading the peaceful protest in Gretna and recognized the School System for its hard work and measures to keep everyone safe. Mr. Dudley stated since March 24, 2020, the Town of Hurt, and Mr. Dudley have been feeding children in the Town of Hurt. Mr. Ingram recognized the school system for the remarkable job they do and recognized the 2020 graduates. Mr. Ingram also thanked Dr. Miller for his presentation and thanked Mrs. McCluster. Mr. Warren thanked County Staff for their hard work getting things together for the several meetings that were held today. He also thanked the Board Members for being in attendance since 2:30 PM. He stated his great deal of respect to all members of the Board. He also recognized the School System for its hard work during these uncertain times, as well as the Sheriff's Department.

COUNTY ADMINISTRATOR REPORTS

Mr. Smitherman spoke on the COVID-19 Pandemic and the availability to make things still accessible for the public. The County is working with the School System to develop a childcare option for employees. He stated there are many challenges that parents are facing with school and daycare, and these options are being made possible due to CARES Act funding. He also stated that the Board approved a teleworking policy this evening. There will be major improvements made in our local government within the next year. He also stated his appreciation of the volume of work that has taken place today.

ADJOURNMENT

Mr. Warren adjourned the Meeting at 7:54 PM.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	2020 Year End Budget Amendments (Staff Contact: Kimberly G. Van Der Hyde)		
Staff Contact(s):	Kimberly G. Van Der Hyde		
Agenda Date:	August 18, 2020	Item Number:	7.b
Attachment(s):	FY 2020 Budget Adjustments		
Reviewed By:	<i>VFH</i>		

SUMMARY:

Each year, Departmental/Fund Budgets are reviewed to determine if sufficient Budget amounts exist to cover expenses until year-end. Most of these items are bookkeeping entries required by the County's Auditors. The attached list shows the amount needed/requested and the reason for the need/request. Said list also contains suggested appropriations for year-end, as well as the categorical changes requested by the School Board.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board approve the attached FY 2020 Budget Transfers as presented. These transfers have no monetary effect on the Budget, since monies are simply being moved from one (1) line item to the next to cover shortages. The appropriations have met the required County Layover Policy.

MOTION:

"I make a Motion to approve the attached FY 2020 Budget Transfers as presented."

Pittsylvania County
FY 2020 Year-End Budget Adjustments

Department	Line Items Providing Funds	Line Item Description	Amount of Transfer/Appropriation	Reason for Transfer/Appropriation	2020 Expense Line Item	Amount of Transfer/Appropriation
YEAR-END TRANSFERS:						
General Fund:			TRANSFER	Year-End Bookkeeping Budgetary Adjustments		
County Administration	100-4-012100-various	County Administration-Variou		(16,851.07)	100-4-012520-8105 (Fleet-Cap Outlay-Veh)	16,851
Library	265-4-various	Memorial Gifts Fund		(50,856.28)	100-4-073100-6021 (Library-Computer Supplies)	50,856
Non-Departmental	100-4-091200-2300	BCBS Co. Share		(386.45)	100-4-012220-3115 (HR-Employ Screenings)	386
Non-Departmental	100-4-091200-8109	Grants Local Match/Contingency		(11,274.89)	100-4-033000-3180 (CSU-Detention)	11,274
Solid Waste Fund:						
Solid Waste Capital	520-4-094120-8146	Engineering		(26,974.13)	520-4-094120-8102 (Capital Outlay-Equipment)	26,974
Solid Waste Capital	520-4-094110-8123	Roll-Off Truck		(56,799.14)	520-4-094110-8133 (Comp Site Improvements)	56,799
			TRANSFER			
Schools	205	School Transfers	-	Year-End Categorical Changes-See Attached Spreadsheet from the School Board	205-4-061000-1120 (Instruction)	(398,087
					205-4-062000-1800 (General Support)	29,087
					205-4-063000-3400 (Pupil Transport)	(286,359
					205-4-064000-3300 (Maintenance)	838,460
					205-4-065000-3179 (Non-Instructional)	281,660
					205-4-067000-5700 (Technology)	(464,760
YEAR-END APPROPRIATIONS:						
			APPROPRIATION			
Sale of Surplus Property	100-3-000000-150215	Sale of Surplus Vehicles	13,458.00	During FY2020, the County sold a total of 4 cars in the County's Fleet. This money needs to be appropriated to the Fleet budget to help cover fleet related costs for the year.	100-4-012520-8105 (Capital Outlay-Vehicle)	11,054
					100-4-012520-6031 (Fleet-Labor)	2,403

Attachment: FY 2020 Budget Adjustments (2127 : 2020 Year End Budget Amendments (Staff Contact:

Pittsylvania County
FY 2020 Year-End Budget Adjustments

			APPROPRIATION			
Donations-Project Lifesaver	100-3-000000-189903	Project Lifesaver Donations	900.00	We receive donations for the Project Lifesaver Program at the Sheriff's office. We received monies during the year that need to be appropriated back to the Project Lifesaver Expenditure line item	100-4-031200-5882	900
			APPROPRIATION			
Donations-Halloween	100-3-000000-189913	Halloween-Contributions	100.00	We receive donations for the Trunk or Treat event that is sponsored by the Sheriff's office. We received monies during the year that need to be appropriated back to the Halloween Expenditure line item.	100-4-031200-5878	100
			APPROPRIATION			
Donations-K-9 Program	100-3-000000-189916	K-9 Dog Donations	375.00	We received donations for the K-9 program at the Sheriff's office this year. We need to appropriate these funds to be used for this program's expenses.	100-4-031200-6045	375
			APPROPRIATION			
Donations-Iron Dog Event	100-3-000000-189923	Iron Dog Event	4,567.15	We received donations for the Iron Dog event that is being sponsored by the Sheriff's office this year. We need to appropriate these funds to be used for this event's expenses.	100-4-031200-60452	4,567
			APPROPRIATION			
Soil & Water Con Disrtrict	100-3-000000-240415	Soil and Water Conservation District	4,314.14	SWCD pays 100% of their payroll with Pittsylvania County. An estimated is used to determine budget for the year and SWCD was short of budget dollars by this amount.	100-4-082400 (SWCD budget-various)	4,314

Attachment: FY 2020 Budget Adjustments (2127 : 2020 Year End Budget Amendments (Staff Contact:

Pittsylvania County
 FY 2020 Year-End Budget Adjustments

			APPROPRIATION			
Unapprop Surplus	100-3-000000-410501	Unapprop Surplus-CSA Carryover	700,000.00	This is a portion of the amount that was remaining at the end of FY2019 for CSA. These funds were not carried over originally since we did not feel that these funds would be needed, however; prior year expenses paid from July to Sept 2019 consumed a large amount of the FY2020 budget. This covers this shortage and allows for funds that may be needed for the FY2021 budget for the same reason.	100-4-053500-7004 CSA-Pool Funds-Local)	700,000
			APPROPRIATION			
Grant Funds	250-3-000000-031774	E911-VITA Grant	21,076.52	This amount was received from the Virginia Information Technology Agency for E911 services and needs to be appropriated to be used by the E911 Center.	250-4-031774-8102	21,076
			APPROPRIATION			
Grant Funds	250-3-000000-180301	Expenditure Refunds	23,241.88	These funds were received due to an utility audit that was performed on our telephone, gas and electric invoices. This amount was for the E911 phone system that is charged to the PSAP-Wireless Grant.	250-4-031775-5230	23,241
			APPROPRIATION			
WIA Refunds	251-3-000000-180301	Expenditure Refunds	5,848.03	This total represents expenditure refunds that have been received by the WIB throughout FY2020. These funds need to be appropriated back to the line item that was affected.	251-4-353160-6012 251-4-353851-1100 251-4-353853-1100 251-4-353160-5500	1,776 2,000 2,000 72

Attachment: FY 2020 Budget Adjustments (2127 : 2020 Year End Budget Amendments (Staff Contact:

Pittsylvania County
 FY 2020 Year-End Budget Adjustments

			APPROPRIATION		
Pathways Grant	251-3-000000-180315	Pathways Grant-Contractual Services	10,302.74	Amounts received by the WIB for contractual services not paid directly by the Grant	100-4-353884-5260 10,302.74
			APPROPRIATION		
ED Fund	325-3-000000-180301	ED-Expenditure Refunds	7,083.33	We received grant funds from the City of Danville to cover 1/3 of the cost a joint economic development strategic plan. These funds need to be appropriated to cover these expenditures.	325-4-081500-82322 (ED Strategic Plan) 7,083.33
			APPROPRIATION		
School Bond/School Construction Fund	410-3-000000-410502 435-3-000000-410502	School Construction Funds	11,755.13	Amount requested by the School Board of residual school project funds to be used for the installation of school security equipment	410-4-094400-9102 (\$9,355.13) 435-4-094400-9102 (\$2,400.00) 11,755.13
			APPROPRIATION		
Solid Waste Enterprise Fund	520-3-000000-160802	Solid Waste Fees	71,817.64	Amount needed to cover additional costs for taking in additional trash from outside trash contractor	520-4-042400 (SW Disposal-Various) 71,817.64
			APPROPRIATION		
Rescue Billing Fund	530-3	Rescue Billing Accounts-Various	72,709.45	Amount needed to cover the cost of ambulance billing service.	530-4 (Rescue Billing (Various Agencies)) 72,709.45
			TOTAL APPROPRIATION		947,549.01
			TOTAL TRANSFERS		-
			TOTAL APPROPRIATION/TRANSFERS		947,549.01

Attachment: FY 2020 Budget Adjustments (2127 : 2020 Year End Budget Amendments (Staff Contact:

Pittsylvania County Public Library
Year End Balances - FY19-20

STATE FUNDS		
250-4-073300-3320	Service Contract-Office Equip	518.75
250-4-073300-6001	Office Supplies	4,530.33
250-4-073300-6003	Furniture & Fixtures	9,918.23
250-4-073300-6012	Books & Subscriptions	118,108.92
250-4-073300-6021	Computer Supplies	34,569.77
		167,646.00

GIFT FUND		
265-4-073310-6012	Memorial Books Expense	137,162.52
		137,162.52

Total Local Expenditures	1,441,293.07
Adjusted 19-20 Budget	<u>(1,390,436.79)</u>
Transfer from Memorial Books	<u><u>50,856.28</u></u>

Attachment: FY 2020 Budget Adjustments (2127 : 2020 Year End Budget Amendments (Staff Contact: Kimberly G. Van Der Hyde))

Budget Adjustments and Categorical Transfer for FY 2019-20:

Budget Adjustments approved by Board of Supervisors:

FY 2018-19 Carryover (approved by BOS 8/20/19)	\$1,366,422.00
Vehicle Lease FY 19-20 (approved by BOS 11/19/19)	\$963,628.35
Additional Revenues (grants) for FY 19-20 (approved by BOS 2/18/20)	<u>\$1,267,000.00</u>
Total Amendments approved and appropriated by BOS	<u>\$3,597,050.35</u>

2019-2020 Categorical Budget

Categories	Original Budget Adopted by BOS	Categorical Adjustments approved 08/20/19	Additional Appropriations	Adjusted Budget	Fiscal Yr-End Categorical Transfers	Final Adjusted Budget
Instruction	66,295,439.00	-378,570.00	1,596,371.33	67,513,240.33	-398,087.45	67,115,152.88
Attendance/Health Services (General Support)	3,877,927.00	126,281.00	16,420.00	4,020,628.00	29,087.84	4,049,715.84
Pupil Transportation	6,539,109.00	57,297.00	1,000,943.38	7,597,349.38	-286,355.24	7,310,994.14
Operation and Maintenance	8,014,839.00	148,581.00	809,403.64	8,972,823.64	838,460.90	9,811,284.54
Non-Instructional Operations	3,511,135.00	8,710.00	0.00	3,519,845.00	281,660.20	3,801,505.20
Facilities	0.00	0.00	0.00	0.00	0.00	0.00
Technology	2,788,478.00	37,701.00	173,912.00	3,000,091.00	-464,766.25	2,535,324.75
Total	91,026,927.00	0.00	3,597,050.35	94,623,977.35	0.00	94,623,977.35

Attachment: FY 2020 Budget Adjustments (2127 : 2020 Year End Budget Amendments (Staff Contact:



COUNTY ADMINISTRATION
P.O. Box 426 • 1 Center Street
Chatham, Virginia 24531
Phone (434) 432-7710

October 29, 2019

Dr. Mark Jones, Superintendent
Pittsylvania County Schools
P. O. Box 232
Chatham, VA 24531

Dear Dr. Jones,

I would like to acknowledge that we received your request for funds that we have in two capital school funds in the amount of \$11,755.13. I am sending my approval to the County Finance Department so that the funds may be transferred into the School Fund for a grant match for the purchase and installation of school security equipment at the following schools, Chatham, Gretna, and Kentuck Elementary Schools.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Smitherman", with a long, sweeping underline.

David M. Smitherman
County Administrator

Cc: Pittsylvania County Board of Supervisors
Kimberly Van Der Hyde, Director of Finance, Pittsylvania County
Tracey Worley, Director of Finance, Pittsylvania County Schools

BUSINESS SAVVY. PEOPLE FRIENDLY.
David M. Smitherman, County Administrator
david.smitherman@pittgov.org



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Cherrystone Dams #1 and #2A Dam Break Inundation Zone Analysis, Mapping, and Digitization Grant Acceptance and Emergency Plan Development/Emergency Preparedness Plan Grant Acceptance (Staff Contact: Richard N. Hicks)		
Staff Contact(s):	Richard N. Hicks		
Agenda Date:	August 18, 2020	Item Number:	7.c
Attachment(s):	DSFP-11-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT DSFP-10-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT DSFP-11-20 DCR AWARD LTR - CHATHAM - CHERRYSTONE CREEK DAM #1 DSFP-10-20 DCR AWARD LTR - CHATHAM - CHERRYSTONE CREEK DAM #1 DSFP-13-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT_ DSFP-12-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT DSFP-13-20 DCR AWARD LTR - CHATHAM - CHERRYSTONE CREEK DAM #2A DSFP-12-20 DCR AWARD LTR - CHATHAM - CHERRYSTONE CREEK DAM #2A		
Reviewed By:	<i>UH</i>		

SUMMARY:

The County Staff has secured State Grant Funding for several planning Grants involved with the Cherrystone and Roaring Fork Dam Rehabilitation Projects. All these studies are required to be completed prior to any related construction. If the County receives Federal funding for design, the costs of these studies will likely be covered utilizing these funds. To date, the County has not been offered any Federal funds to move forward to the next phase. In prior years, the State made funding available for construction. This past year, the State chose to financially help with the Planning Grants only. County Staff decided to seek these funds, since they were available, and construction funds may be available in future funding rounds. These Grants do require a match, but the County will have two (2) years upon the execution of the documents to determine if the County wants to use the funds.

On the Cherrystone Dam # 2A, the County was awarded \$12,500 for a Dam Break Inundation Zone Analysis with Mapping and Digitization. The County was also awarded \$4,000 for Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan). The County's total match on both plans would be \$16,500.

On the Cherrystone Dam # 1, the County was awarded a \$5,000 Grant for Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan). The County was also awarded \$15,000 for a Dam Break Inundation Zone Analysis with Mapping and Digitization. The County's total match on both plans would be \$17,500

For your review and consideration, a copy of all of the above-referenced Grant documents are attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The total match for all Projects would be \$34,000. These costs need to be distributed among the County, the Town of Chatham, and the Pittsylvania County Soil and Water District.

RECOMMENDATION:

County Staff recommends the Board authorize the County Administrator to execute all of the necessary Grant documents received from the Virginia Soil and Water Conservation Board for funds related to Dam Safety and Flood Prevention and Protection Assistance for the Cherrystone Dam # 2A and Dam # 1.”

MOTION:

“I make a Motion to authorize the County Administrator to execute all of the necessary Grant documents received from the Virginia Soil and Water Conservation Board for funds related to Dam Safety and Flood Prevention and Protection Assistance for the Cherrystone Dam # 2A and Dam # 1.”

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,

**as Administrator of the
Dam Safety, Flood Prevention and Protection Assistance Fund**

And

**PITTSYLVANIA COUNTY, VIRGINIA
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD**

Department of Conservation and Recreation

DSFP-11-20

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GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of July, 2020 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **DAM SAFETY, FLOOD PREVENTION AND PROTECTION ASSISTANCE FUND**, and **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government (the “Grantee”).

Pursuant to Article 1.2, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Dam Safety, Flood Prevention and Protection Assistance Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments and private entities in Virginia to fund the costs of flood prevention or protection projects all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.2, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Consulting Engineer” means the project engineer, meeting all applicable standards of the Virginia Impounding Structures Regulations, 4 VAC 50-20 et seq., as amended, designated by the Grantee to oversee the work with respect to the Project.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Dam Safety, Flood Prevention and Protection Assistance Fund.

“Grantee” means **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government.

“Project” means the particular project described in **Exhibit B** to this Agreement to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department.

“Project Budget” means the budget for the Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.16 of the Act.

“Project Description” means the description of the Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work shall be performed according to sound construction, engineering and architectural principles and commonly accepted safety standards and shall be in compliance with the requirements of the Virginia Impounding Structure Regulations (4VAC50-20).

ARTICLE III

TIME OF PERFORMANCE

The Grantee's work on the Project shall be completed, and evidence of completion presented and a request for disbursement of grant funds made to the Department, within twelve months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder, if

Grantee fails to complete the Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed 50% of the demonstrated total cost of the Project or **\$3,000.00**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

(a) A requisition in the form set forth in **Exhibit D** and reimbursement request in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs, along with a certification by the Consulting Engineer in the form set forth in **Exhibit D** to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement;

(b) An Emergency Action Plan or Emergency Preparedness Plan developed by the Grantee's Consulting Engineer and approved by the Department as meeting all standards of the Virginia Impounding Structure Regulations (4 VAC50-20).

Upon receipt of each such requisition and accompanying Emergency Action Plan or Emergency Preparedness Plan, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with such requisition to the extent approved by the Department. The Department shall have no obligation to approve any requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Project. The Grantee agrees to cause the Project to be completed as described in **Exhibit B** and in accordance with plans and specifications prepared by the Grantee's Consulting Engineer and approved by the appropriate regulatory agencies. The Grantee shall complete the Project by the date set forth in Article III unless approval for a later completion date is given by the Virginia Soil and Water Conservation Board and the Department.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Indemnification. To the extent permitted by law, the Grantee shall indemnify and hold harmless the Authority, the Department, the Fund, and when applicable, its employees and

designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by or arising out of the performance by the Grantee of its obligations under this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Project is not proceeding in accordance with the Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.9. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.10. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act.

Section 5.11. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until audited by the Commonwealth of Virginia, whichever is later. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced.

Section 5.12. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.13. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Dam Safety, Flood Prevention
and Protection Assistance Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety & Floodplain Management

Grantee: **PITTSYLVANIA COUNTY, VIRGINIA**
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD
1 Center Street
P.O. Box 426
Chatham, VA 24531
Attention: Mr. Richard Hicks, Deputy County Administrator

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS

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

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE DAM SAFETY,
FLOOD PREVENTION AND PROTECTION
ASSISTANCE FUND**

By: _____
Stephanie L. Hamlett
Executive Director

PITTSYLVANIA COUNTY, VIRGINIA

By: _____
Name: _____
Title: _____

TOWN OF CHATHAM, VIRGINIA

By: _____
Name: _____
Title: _____

PITTSYLVANIA SWCD

By: _____
Name: _____
Title: _____

DSFP-11-20

Exhibit A

GRANT AUTHORIZATION

Copy of the Virginia Soil and Water Conservation Board's grant approval motion is attached.

Attachment: DSFP-11-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone

EXHIBIT A

Virginia Soil and Water Conservation Board
June 3, 2020

Approval of 2020 Dam Safety, Flood Prevention and Protection Assistance Fund Grant Projects

§ 10.1-603.18. Administration of the Fund.

The Authority shall administer and manage the Fund, and establish the interest rates and the repayment terms of such loans as provided in this article, in accordance with a memorandum of agreement with the Director. The Director shall, after consultation with all interested parties, develop a guidance document governing project eligibility and project priority criteria, and the Director, upon approval from the Virginia Soil and Water Conservation Board, shall direct the distribution of loans and grants from the Fund to local governments and private entities. In order to carry out the administration and management of the Fund, the Authority may employ officers, employees, agents, advisers and consultants, including without limitation, attorneys, financial advisors, engineers, and other technical advisors and public accountants, and determine their duties and compensation without the approval of any other agency or instrumentality. The Authority may disburse from the Fund reasonable costs and expenses incurred in the administration and management of the Fund and may establish and collect a reasonable fee for its management services. However, any such fee shall not exceed one-eighth of one percent of any bond par, loan or grant amount.

Recommended Motion:

The Virginia Soil and Water Conservation Board approves the eighty-six (86) grant applications, with an approval amount of \$308,168.00, as recommended by the Department. Approval of these grants is conditioned on the following:

1. All grants are made on a reimbursement basis and will be governed by a Grant Agreement developed in consultation with the Virginia Resources Authority. All applicants will be given a period of 90 days to enter into a Grant Agreement following the Agreement being sent. The Department of Conservation and Recreation (Department) is authorized to further extend this date in its discretion and following consultation with VRA.
2. All grant agreements will require that projects be completed within 12 months of the date of execution of the Agreement. Upon receipt of a written request for a project extension with a specified completion date by the Grantee to the Department with a copy to VRA, the Department is authorized to consider such request and may amend the terms of the Agreement and allow a specified extension upon the Department's and the Authority's written approval. Extension requests must be received by the Department not later than 90 days prior to the expiration of the original agreement or grant funds are subject to rescission at the Departments discretion. No extensions shall exceed an additional year without specific Board approval.

- 3. In the event that any of the above applicants fail to execute a Grant Agreement with VRA within 90 days of such an Agreement being sent to the applicant, the Department, in consultation with VRA, is authorized to rescind those grant funds and allocate in subsequent grant rounds.

The Department is authorized to communicate this approval to the Virginia Resources Authority (VRA) so that VRA's review of applications may proceed. The Department is also authorized to take any action necessary to proceed with the closing and administration of grants subsequent to VRA's approval of the application.

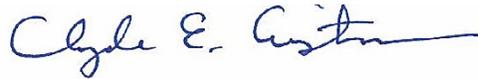
Motion made by: Gray Coyner

Motion seconded by: Adam Wilson

Action: Motion carried unanimously



Charles A. Arnanson, Chair



Clyde E. Cristman, Director

**EXHIBIT A
DEPARTMENT OF CONSERVATION AND RECREATION
DAM SAFETY, FLOOD PREVENTION AND PROTECTION ASSISTANCE FUND
2020 COMPETITIVE GRANT AWARDS**

Inventory #	Dam Name	County/City/Town	Project Type	Grant Award Approved
109003	Louisa Dam	Louisa County	Professional Engineer Inspection	2,000.00
109003	Louisa Dam	Louisa County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
009011	Buffalo River Dam #3	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
009011	Buffalo River Dam #3	Amherst County	Professional Engineer Inspection	3,000.00
143019	Elkhorn Dam	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
107014	Gore Dam	Loudoun County	Professional Engineer Inspection	1,500.00
143019	Elkhorn Dam	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,330.00
143002	Cherrystone Creek Dam # 1	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	15,000.00
143002	Cherrystone Creek Dam # 1	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
143003	Cherrystone Creek Dam # 2A	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	12,500.00
143003	Cherrystone Creek Dam # 2A	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
109039	Willow Ridge Dam	Louisa County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	4,250.00
109039	Willow Ridge Dam	Louisa County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	750.00
041029	Woodland Pond	Chesterfield County	Professional Engineer Inspection	1,790.00
153026	New Bristow Village Regional SWM Facility Dam	Prince William County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
153026	New Bristow Village Regional SWM Facility Dam	Prince William County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,650.00
075027	Reservoir # 2	Goochland County	Probable Maximum Precipitation Impact Analysis and Certification	3,750.00
075027	Reservoir # 2	Goochland County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
075027	Reservoir # 2	Goochland County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
075027	Reservoir # 2	Goochland County	Professional Engineer Inspection	2,000.00
125002	Lake Monocan Dam	Nelson County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
107036	Hope Parkway Dam	Loudoun County	Professional Engineer Inspection	2,000.00
009008	Graham Creek Res. Dam #1	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
085016	Lake Ivanhoe Dam	Hanover County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,550.00
009018	Winton Country Club Dam	Amherst County	Professional Engineer Inspection	3,000.00
009024	Buffalo River Dam #4A	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
009024	Buffalo River Dam #4A	Amherst County	Professional Engineer Inspection	3,000.00
003173	Mink Creek Dam	Albemarle County	Professional Engineer Inspection	3,000.00
800009	Izaak Walton Dam	City of Suffolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	1,524.50
800009	Izaak Walton Dam	City of Suffolk	Probable Maximum Precipitation Impact Analysis and Certification	245.00
800009	Izaak Walton Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	245.00
800009	Izaak Walton Dam	City of Suffolk	Professional Engineer Inspection	485.50
810005	Lake Smith Dam	City of Virginia Beach	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,588.00
810006	Little Creek Reservoir Dam	City of Virginia Beach	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
710002	Lake Whitehurst Dam	City of Norfolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
800003	Lake Burnt Mills Dam	City of Suffolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
009031	Greif Aeration Pond Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,125.00
009031	Greif Aeration Pond Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009028	Greif Holding Pond Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,125.00
009028	Greif Holding Pond Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009029	Greif Sludge Pond #2 Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
009029	Greif Sludge Pond #2 Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009030	Greif Sludge Pond #3 Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
009030	Greif Sludge Pond #3 Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
041042	Lake Patrick Henry Dam	Chesterfield County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,800.00

Attachment: DSFP-11-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone Dams #1 and #2A

Inventory #	Dam Name	County/City/Town	Project Type	Grant Award Approved
145088	Butterwood Dam	Powhatan County	Professional Engineer Inspection	550.00
075003	Dover Lake Dam	Goochland County	Probable Maximum Precipitation Impact Analysis and Certification	2,500.00
153031	Potomac Club Regional Pond Dam	Prince William County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,070.00
800001	Lake Cohoon Dam	City of Suffolk	Professional Engineer Inspection	777.50
800001	Lake Cohoon Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800002	Lake Kilby Dam	City of Suffolk	Professional Engineer Inspection	705.00
800002	Lake Kilby Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800013	Lake Meade Dam	City of Suffolk	Professional Engineer Inspection	777.50
800013	Lake Meade Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800010	Speight's Run Dam	City of Suffolk	Professional Engineer Inspection	705.00
800010	Speight's Run Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800023	Lake Kilby Water Treatment Plant Sludge Lagoon Dam	City of Suffolk	Professional Engineer Inspection	705.00
075025	Lake Dillon Dam	Goochland County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
019005	Bedford Lake Dam	Bedford County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,500.00
019005	Bedford Lake Dam	Bedford County	Professional Engineer Inspection	800.00
019005	Bedford Lake Dam	Bedford County	Probable Maximum Precipitation Impact Analysis and Certification	1,000.00
CID510007	N/A; Floodplain Project	Town of Scottsville	Developing flood warning and response systems	10,515.00
003071	Old Trail Dam #2	Albemarle County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
107039	Brambleton Land Bay 3 Pond 6 Dam	Loudoun County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
079013	Twin Lakes Dam #3	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
079012	Twin Lakes Dam #1	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
079011	Twin Lakes Dam #2	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
145008	Shawnee Dam #1	Powhatan County	Professional Engineer Inspection	950.00
003004	Montfair West Dam	Albemarle County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,000.00
003004	Montfair West Dam	Albemarle County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	4,000.00
145088	Butterwood Dam	Powhatan County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,650.00
145088	Butterwood Dam	Powhatan County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	625.00
113018	DT Wade Dam	Madison County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,000.00
113018	DT Wade Dam	Madison County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
111003	Modest Creek Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111003	Modest Creek Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111003	Modest Creek Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
111004	Lunenburg Beach Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111004	Lunenburg Beach Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111004	Lunenburg Beach Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
111005	Nottoway Falls Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111005	Nottoway Falls Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111005	Nottoway Falls Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
145016	Lake Shawnee Dam #3	Powhatan County	Professional Engineer Inspection	950.00
145018	Lake Shawnee Dam #2	Powhatan County	Professional Engineer Inspection	950.00
107036	Hope Parkway Dam	Loudoun County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	900.00
				\$308,168.00

Attachment: DSFP-11-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone Dams #1 and #2A

Exhibit B**PROJECT DESCRIPTION**

The Project shall consist of the development of an Emergency Action Plan or Emergency Preparedness Plan for Cherrystone Creek Dam # 1, to be approved by the Department as meeting all standards of the Virginia Soil and Water Conservation Board's Virginia Impounding Structure Regulations (4VAC50-20).

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
Emergency Action Plan or Emergency Preparedness Plan	\$10,000.00	\$3,000.00	\$7,000.00 (to be paid in full by Grantee)

Attachment: DSFP-11-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone

Exhibit D**FORM OF REQUISITION**

[Date]

Division Director, Dam Safety & Floodplain Management
 Department of Conservation and Recreation
 600 E. Main Street, 24th Floor
 Richmond, Virginia 23219

Re: Dam Safety, Flood Prevention and Protection Assistance Fund
PITTSYLVANIA COUNTY, VIRGINIA
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD - DSFP-11-20
 Dam Name: Cherrystone Creek Dam # 1
 Inventory Number: 143002

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of July 1, 2020 (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund (the “Fund”), and **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with the completion of an Emergency Action Plan or Emergency Preparedness Plan, which is submitted herewith. Additionally, enclosed is the reimbursement request form set forth in **Exhibit E** of this Agreement, invoices relating to the items for which payment is requested and a certification by the Consulting Engineer as to the performance of the work and receipt of payment.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

Sincerely,

 (Authorized Representative of the Grantee)

**CERTIFICATE OF THE CONSULTING ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
DSFP-11-20**

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD** (the "Grantee"), pursuant to the Grant Agreement dated as of July 1, 2020 (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund, and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Consulting Engineer for the Grantee hereby certifies to the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been received in full.

Project deliverable _____

Total amount billed for this Project deliverable _____

Dam Name (if applicable)

Signature Consulting Engineer

Inventory No. (if applicable)

Date

Internal Use Only (to be completed by the DCR Dam Safety Regional Engineer upon receipt of signed Form of Requisition, signed Certificate of Consulting Engineer, and any additional documents required to provide certification):

The undersigned DCR Dam Safety Regional Engineer certifies that the Project, as described in Exhibit B of the Grant Agreement, has been completed, meets the requirements of the Dam Safety regulations, and is eligible for disbursement.

Signature DCR DS Regional Engineer

Date

Total Project Costs submitted by Grantee for reimbursement: \$_____. Grant Amount authorized by the Grant Agreement: \$3,000.00 or 50% of the Total Project Costs, whichever is lesser

The undersigned DCR authorized representative recommends the disbursal of \$_____ be made to **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD.**

Signature DCR Authorized Representative

Printed Name and Title

Date

Attachment: DSFP-11-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone

Exhibit E

Reimbursement Request Form

[Date]

Virginia Department of Conservation and Recreation
Dam Safety, Flood Prevention and Protection Assistance Fund Grant Program

All projects are required to commence and to be completed after the beginning of the application period and not later than 12-months of an executed agreement or by an approved extension date, if applicable. Grant funds will be disbursed on a reimbursement basis after the completion of the approved project.

Reimbursement requests must be submitted within 90 days following passage of the authorized project completion date and only after the recipient has received written project approval from the Regional Dam Safety Engineer or DCR Floodplain Management staff. Requests for reimbursement, along with all supporting documentation, should be emailed to dam@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Dam Safety, Flood Prevention and Protection Assistance Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No *Has the Contact Name changed?* Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Title of Project: _____

Type of Project (Check one): Dam Safety Flood Prevention and Protection

Grant Number: _____ NFIP CID (If Applicable): _____

Dam Name (If Applicable): _____ Dam Inventory Number (If Applicable): _____

Approved Grant End Date: _____ Total Cost of Project: _____

Total Amount Awarded: _____ Amount Requested for Reimbursement: _____

Required Attachments for Reimbursement

All Projects Types

- Is the signed Form of Requisition from the grant agreement attached? Yes No
- Are proof of payment (cancelled checks, bank statements, accounting system reports etc.) and related invoices attached? Yes No

Dam Safety Projects

- Is the Certificate of the Consulting Engineer Form attached? Yes No N/A
- Has the attached Certificate of the Consulting Engineer Form been reviewed and approved by the appropriate DCR Dam Safety Regional Engineer? Yes No N/A
- If not currently under a Regular or Conditional Operation and Maintenance Certificate, is the Operation and Maintenance Certificate application (Form DCR199-099) and appropriate fee (Form DCR199-192) enclosed? Yes No N/A
- If the project was awarded for DBIZ Analysis, Mapping, and Digitization, or for EAP Development, the map has been filed with the local planning department and the EAP with the local emergency management coordinator and the Virginia Department of Emergency Management Yes No N/A

Flood Prevention and Protection Projects

- Is the Floodplain Certification attached? Yes No N/A
- Has the attached Floodplain Certification been reviewed and approved by DCR Floodplain Management staff? Yes No N/A

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

DCR Use Only: Approval

Amount to be Reimbursed: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

DCR Use Only: Denial

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Reason for Denial: _____

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,

**as Administrator of the
Dam Safety, Flood Prevention and Protection Assistance Fund**

And

**PITTSYLVANIA COUNTY, VIRGINIA
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD**

Department of Conservation and Recreation

DSFP-10-20

Attachment: DSFP-10-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone

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GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of July, 2020 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **DAM SAFETY, FLOOD PREVENTION AND PROTECTION ASSISTANCE FUND**, and **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government (the “Grantee”).

Pursuant to Article 1.2, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Dam Safety, Flood Prevention and Protection Assistance Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments and private entities in Virginia to fund the costs of flood prevention or protection projects all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.2, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Consulting Engineer” means the project engineer, meeting all applicable standards of the Virginia Impounding Structures Regulations, 4 VAC 50-20 et seq., as amended, designated by the Grantee to oversee the work with respect to the Project.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Dam Safety, Flood Prevention and Protection Assistance Fund.

“Grantee” means **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government.

“Project” means the particular project described in **Exhibit B** to this Agreement to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department.

“Project Budget” means the budget for the Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.16 of the Act.

“Project Description” means the description of the Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work shall be performed according to sound construction, engineering and architectural principles and commonly accepted safety standards and shall be in compliance with the requirements of the Virginia Impounding Structure Regulations (4VAC50-20).

ARTICLE III

TIME OF PERFORMANCE

The Grantee's work on the Project shall be completed, and evidence of completion presented and a request for disbursement of grant funds made to the Department, within twelve months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder, if

Grantee fails to complete the Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed 50% of the demonstrated total cost of the Project or **\$15,000.00**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

(a) A requisition in the form set forth in **Exhibit D** and reimbursement request in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs, along with a certification by the Consulting Engineer in the form set forth in **Exhibit D** to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement;

(b) A Dam Break Inundation Zone Analysis, Mapping, and Digitization developed by the Grantee's Consulting Engineer and approved by the Department as meeting all standards of the Virginia Impounding Structure Regulations (4 VAC50-20).

Upon receipt of each such requisition and accompanying Dam Break Inundation Zone Analysis, Mapping, and Digitization, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with such requisition to the extent approved by the Department. The Department shall have no obligation to approve any requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Project. The Grantee agrees to cause the Project to be completed as described in **Exhibit B** and in accordance with plans and specifications prepared by the Grantee's Consulting Engineer and approved by the appropriate regulatory agencies. The Grantee shall complete the Project by the date set forth in Article III unless approval for a later completion date is given by the Virginia Soil and Water Conservation Board and the Department.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Indemnification. To the extent permitted by law, the Grantee shall indemnify and hold harmless the Authority, the Department, the Fund, and when applicable, its employees and

designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by or arising out of the performance by the Grantee of its obligations under this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Project is not proceeding in accordance with the Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.9. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.10. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act.

Section 5.11. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until audited by the Commonwealth of Virginia, whichever is later. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced.

Section 5.12. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.13. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Dam Safety, Flood Prevention
and Protection Assistance Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety & Floodplain Management

Grantee: **PITTSYLVANIA COUNTY, VIRGINIA**
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD
1 Center Street
P.O. Box 426
Chatham, VA 24531
Attention: Mr. Richard Hicks, Deputy County Administrator

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS

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

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE DAM SAFETY,
FLOOD PREVENTION AND PROTECTION
ASSISTANCE FUND**

By: _____
Stephanie L. Hamlett
Executive Director

PITTSYLVANIA COUNTY, VIRGINIA

By: _____
Name: _____
Title: _____

TOWN OF CHATHAM, VIRGINIA

By: _____
Name: _____
Title: _____

PITTSYLVANIA SWCD

By: _____
Name: _____
Title: _____

DSFP-10-20

Attachment: DSFP-10-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone

Exhibit A

GRANT AUTHORIZATION

Copy of the Virginia Soil and Water Conservation Board's grant approval motion is attached.

Attachment: DSFP-10-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone

EXHIBIT A

Virginia Soil and Water Conservation Board
June 3, 2020

Approval of 2020 Dam Safety, Flood Prevention and Protection Assistance Fund Grant Projects

§ 10.1-603.18. Administration of the Fund.

The Authority shall administer and manage the Fund, and establish the interest rates and the repayment terms of such loans as provided in this article, in accordance with a memorandum of agreement with the Director. The Director shall, after consultation with all interested parties, develop a guidance document governing project eligibility and project priority criteria, and the Director, upon approval from the Virginia Soil and Water Conservation Board, shall direct the distribution of loans and grants from the Fund to local governments and private entities. In order to carry out the administration and management of the Fund, the Authority may employ officers, employees, agents, advisers and consultants, including without limitation, attorneys, financial advisors, engineers, and other technical advisors and public accountants, and determine their duties and compensation without the approval of any other agency or instrumentality. The Authority may disburse from the Fund reasonable costs and expenses incurred in the administration and management of the Fund and may establish and collect a reasonable fee for its management services. However, any such fee shall not exceed one-eighth of one percent of any bond par, loan or grant amount.

Recommended Motion:

The Virginia Soil and Water Conservation Board approves the eighty-six (86) grant applications, with an approval amount of \$308,168.00, as recommended by the Department. Approval of these grants is conditioned on the following:

1. All grants are made on a reimbursement basis and will be governed by a Grant Agreement developed in consultation with the Virginia Resources Authority. All applicants will be given a period of 90 days to enter into a Grant Agreement following the Agreement being sent. The Department of Conservation and Recreation (Department) is authorized to further extend this date in its discretion and following consultation with VRA.
2. All grant agreements will require that projects be completed within 12 months of the date of execution of the Agreement. Upon receipt of a written request for a project extension with a specified completion date by the Grantee to the Department with a copy to VRA, the Department is authorized to consider such request and may amend the terms of the Agreement and allow a specified extension upon the Department's and the Authority's written approval. Extension requests must be received by the Department not later than 90 days prior to the expiration of the original agreement or grant funds are subject to rescission at the Departments discretion. No extensions shall exceed an additional year without specific Board approval.

- 3. In the event that any of the above applicants fail to execute a Grant Agreement with VRA within 90 days of such an Agreement being sent to the applicant, the Department, in consultation with VRA, is authorized to rescind those grant funds and allocate in subsequent grant rounds.

The Department is authorized to communicate this approval to the Virginia Resources Authority (VRA) so that VRA's review of applications may proceed. The Department is also authorized to take any action necessary to proceed with the closing and administration of grants subsequent to VRA's approval of the application.

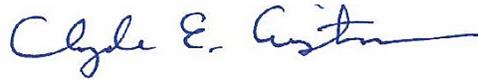
Motion made by: Gray Coyner

Motion seconded by: Adam Wilson

Action: Motion carried unanimously



Charles A. Arnanson, Chair



Clyde E. Cristman, Director

**EXHIBIT A
DEPARTMENT OF CONSERVATION AND RECREATION
DAM SAFETY, FLOOD PREVENTION AND PROTECTION ASSISTANCE FUND
2020 COMPETITIVE GRANT AWARDS**

Inventory #	Dam Name	County/City/Town	Project Type	Grant Award Approved
109003	Louisa Dam	Louisa County	Professional Engineer Inspection	2,000.00
109003	Louisa Dam	Louisa County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
009011	Buffalo River Dam #3	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
009011	Buffalo River Dam #3	Amherst County	Professional Engineer Inspection	3,000.00
143019	Elkhorn Dam	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
107014	Gore Dam	Loudoun County	Professional Engineer Inspection	1,500.00
143019	Elkhorn Dam	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,330.00
143002	Cherrystone Creek Dam # 1	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	15,000.00
143002	Cherrystone Creek Dam # 1	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
143003	Cherrystone Creek Dam # 2A	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	12,500.00
143003	Cherrystone Creek Dam # 2A	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
109039	Willow Ridge Dam	Louisa County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	4,250.00
109039	Willow Ridge Dam	Louisa County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	750.00
041029	Woodland Pond	Chesterfield County	Professional Engineer Inspection	1,790.00
153026	New Bristow Village Regional SWM Facility Dam	Prince William County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
153026	New Bristow Village Regional SWM Facility Dam	Prince William County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,650.00
075027	Reservoir # 2	Goochland County	Probable Maximum Precipitation Impact Analysis and Certification	3,750.00
075027	Reservoir # 2	Goochland County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
075027	Reservoir # 2	Goochland County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
075027	Reservoir # 2	Goochland County	Professional Engineer Inspection	2,000.00
125002	Lake Monocan Dam	Nelson County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
107036	Hope Parkway Dam	Loudoun County	Professional Engineer Inspection	2,000.00
009008	Graham Creek Res. Dam #1	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
085016	Lake Ivanhoe Dam	Hanover County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,550.00
009018	Winton Country Club Dam	Amherst County	Professional Engineer Inspection	3,000.00
009024	Buffalo River Dam #4A	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
009024	Buffalo River Dam #4A	Amherst County	Professional Engineer Inspection	3,000.00
003173	Mink Creek Dam	Albemarle County	Professional Engineer Inspection	3,000.00
800009	Izaak Walton Dam	City of Suffolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	1,524.50
800009	Izaak Walton Dam	City of Suffolk	Probable Maximum Precipitation Impact Analysis and Certification	245.00
800009	Izaak Walton Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	245.00
800009	Izaak Walton Dam	City of Suffolk	Professional Engineer Inspection	485.50
810005	Lake Smith Dam	City of Virginia Beach	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,588.00
810006	Little Creek Reservoir Dam	City of Virginia Beach	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
710002	Lake Whitehurst Dam	City of Norfolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
800003	Lake Burnt Mills Dam	City of Suffolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
009031	Greif Aeration Pond Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,125.00
009031	Greif Aeration Pond Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009028	Greif Holding Pond Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,125.00
009028	Greif Holding Pond Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009029	Greif Sludge Pond #2 Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
009029	Greif Sludge Pond #2 Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009030	Greif Sludge Pond #3 Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
009030	Greif Sludge Pond #3 Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
041042	Lake Patrick Henry Dam	Chesterfield County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,800.00

Attachment: DSEFP-10-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone Dams #1 and #2A

Inventory #	Dam Name	County/City/Town	Project Type	Grant Award Approved
145088	Butterwood Dam	Powhatan County	Professional Engineer Inspection	550.00
075003	Dover Lake Dam	Goochland County	Probable Maximum Precipitation Impact Analysis and Certification	2,500.00
153031	Potomac Club Regional Pond Dam	Prince William County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,070.00
800001	Lake Cohoon Dam	City of Suffolk	Professional Engineer Inspection	777.50
800001	Lake Cohoon Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800002	Lake Kilby Dam	City of Suffolk	Professional Engineer Inspection	705.00
800002	Lake Kilby Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800013	Lake Meade Dam	City of Suffolk	Professional Engineer Inspection	777.50
800013	Lake Meade Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800010	Speight's Run Dam	City of Suffolk	Professional Engineer Inspection	705.00
800010	Speight's Run Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800023	Lake Kilby Water Treatment Plant Sludge Lagoon Dam	City of Suffolk	Professional Engineer Inspection	705.00
075025	Lake Dillon Dam	Goochland County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
019005	Bedford Lake Dam	Bedford County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,500.00
019005	Bedford Lake Dam	Bedford County	Professional Engineer Inspection	800.00
019005	Bedford Lake Dam	Bedford County	Probable Maximum Precipitation Impact Analysis and Certification	1,000.00
CID510007	N/A; Floodplain Project	Town of Scottsville	Developing flood warning and response systems	10,515.00
003071	Old Trail Dam #2	Albemarle County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
107039	Brambleton Land Bay 3 Pond 6 Dam	Loudoun County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
079013	Twin Lakes Dam #3	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
079012	Twin Lakes Dam #1	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
079011	Twin Lakes Dam #2	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
145008	Shawnee Dam #1	Powhatan County	Professional Engineer Inspection	950.00
003004	Montfair West Dam	Albemarle County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,000.00
003004	Montfair West Dam	Albemarle County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	4,000.00
145088	Butterwood Dam	Powhatan County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,650.00
145088	Butterwood Dam	Powhatan County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	625.00
113018	DT Wade Dam	Madison County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,000.00
113018	DT Wade Dam	Madison County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
111003	Modest Creek Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111003	Modest Creek Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111003	Modest Creek Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
111004	Lunenburg Beach Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111004	Lunenburg Beach Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111004	Lunenburg Beach Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
111005	Nottoway Falls Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111005	Nottoway Falls Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111005	Nottoway Falls Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
145016	Lake Shawnee Dam #3	Powhatan County	Professional Engineer Inspection	950.00
145018	Lake Shawnee Dam #2	Powhatan County	Professional Engineer Inspection	950.00
107036	Hope Parkway Dam	Loudoun County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	900.00
				\$308,168.00

Attachment: DSEFP-10-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone Dams #1 and #2A

Exhibit B**PROJECT DESCRIPTION**

The Project shall consist of the development of a Dam Break Inundation Zone Analysis, Mapping, and Digitization for Cherrystone Creek Dam # 1, to be approved by the Department as meeting all standards of the Virginia Soil and Water Conservation Board's Virginia Impounding Structure Regulations (4VAC50-20).

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
Dam Break Inundation Zone Analysis, Mapping, and Digitization	\$30,000.00	\$15,000.00	\$15,000.00 (to be paid in full by Grantee)

Attachment: DSFP-10-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone

Exhibit D**FORM OF REQUISITION**

[Date]

Division Director, Dam Safety & Floodplain Management
 Department of Conservation and Recreation
 600 E. Main Street, 24th Floor
 Richmond, Virginia 23219

Re: Dam Safety, Flood Prevention and Protection Assistance Fund
PITTSYLVANIA COUNTY, VIRGINIA
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD - DSFP-10-20
 Dam Name: Cherrystone Creek Dam # 1
 Inventory Number: 143002

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of July 1, 2020 (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund (the “Fund”), and **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with the completion of a Dam Break Inundation Zone Analysis, Mapping, and Digitization, which is submitted herewith. Additionally, enclosed is the reimbursement request form set forth in **Exhibit E** of this Agreement, invoices relating to the items for which payment is requested and a certification by the Consulting Engineer as to the performance of the work and receipt of payment.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

Sincerely,

 (Authorized Representative of the Grantee)

**CERTIFICATE OF THE CONSULTING ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
DSFP-10-20**

Attachment: DSFP-10-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD** (the "Grantee"), pursuant to the Grant Agreement dated as of July 1, 2020 (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund, and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Consulting Engineer for the Grantee hereby certifies to the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been received in full.

Project deliverable_____

Total amount billed for this Project deliverable_____

Dam Name (if applicable)

Signature Consulting Engineer

Inventory No. (if applicable)

Date

Internal Use Only (to be completed by the DCR Dam Safety Regional Engineer upon receipt of signed Form of Requisition, signed Certificate of Consulting Engineer, and any additional documents required to provide certification):

The undersigned DCR Dam Safety Regional Engineer certifies that the Project, as described in Exhibit B of the Grant Agreement, has been completed, meets the requirements of the Dam Safety regulations, and is eligible for disbursement.

Signature DCR DS Regional Engineer

Date

Total Project Costs submitted by Grantee for reimbursement: \$_____. Grant Amount authorized by the Grant Agreement: \$15,000.00 or 50% of the Total Project Costs, whichever is lesser

The undersigned DCR authorized representative recommends the disbursal of \$_____ be made to **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD.**

Signature DCR Authorized Representative

Printed Name and Title

Date

Exhibit E

Reimbursement Request Form

[Date]

Virginia Department of Conservation and Recreation
Dam Safety, Flood Prevention and Protection Assistance Fund Grant Program

All projects are required to commence and to be completed after the beginning of the application period and not later than 12-months of an executed agreement or by an approved extension date, if applicable. Grant funds will be disbursed on a reimbursement basis after the completion of the approved project.

Reimbursement requests must be submitted within 90 days following passage of the authorized project completion date and only after the recipient has received written project approval from the Regional Dam Safety Engineer or DCR Floodplain Management staff. Requests for reimbursement, along with all supporting documentation, should be emailed to dam@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Dam Safety, Flood Prevention and Protection Assistance Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No *Has the Contact Name changed?* Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Title of Project: _____

Type of Project (Check one): Dam Safety Flood Prevention and Protection

Attachment: DSFP-10-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #1 - GRANT AGREEMENT (2123 : Cherrystone

Grant Number: _____ NFIP CID (If Applicable): _____

Dam Name (If Applicable): _____ Dam Inventory Number (If Applicable): _____

Approved Grant End Date: _____ Total Cost of Project: _____

Total Amount Awarded: _____ Amount Requested for Reimbursement: _____

Required Attachments for Reimbursement

All Projects Types

- Is the signed Form of Requisition from the grant agreement attached? Yes No
- Are proof of payment (cancelled checks, bank statements, accounting system reports etc.) and related invoices attached? Yes No

Dam Safety Projects

- Is the Certificate of the Consulting Engineer Form attached? Yes No N/A
- Has the attached Certificate of the Consulting Engineer Form been reviewed and approved by the appropriate DCR Dam Safety Regional Engineer? Yes No N/A
- If not currently under a Regular or Conditional Operation and Maintenance Certificate, is the Operation and Maintenance Certificate application (Form DCR199-099) and appropriate fee (Form DCR199-192) enclosed? Yes No N/A
- If the project was awarded for DBIZ Analysis, Mapping, and Digitization, or for EAP Development, the map has been filed with the local planning department and the EAP with the local emergency management coordinator and the Virginia Department of Emergency Management Yes No N/A

Flood Prevention and Protection Projects

- Is the Floodplain Certification attached? Yes No N/A
- Has the attached Floodplain Certification been reviewed and approved by DCR Floodplain Management staff? Yes No N/A

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

DCR Use Only: Approval

Amount to be Reimbursed: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

DCR Use Only: Denial

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Reason for Denial: _____

Matthew J. Strickler
Secretary of Natural Resources

Clyde E. Cristman
Director



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

Rochelle Altholz
Deputy Director of
Administration and Finance

Russell W. Baxter
Deputy Director of
Dam Safety & Floodplain
Management and Soil & Water
Conservation

Thomas L. Smith
Deputy Director of Operations

July 1, 2020

Richard Hicks, Deputy County Administrator
Pittsylvania County
1 Center Street
P.O. Box 426
Chatham, VA 24531

Re: **Dam Safety, Flood Prevention and Protection Assistance Fund (DSFPPAF)**

2020 Grant Application; Grant Number DSFP-11-20

Grant Number: DSFP-11-20

Dam Name: Cherrystone Creek Dam # 1, Inventory No. 143002

Applicant: Pittsylvania County, Town of Chatham, Pittsylvania SWCD

Total Project Cost \$10,000.00, Grant Amount Requested \$5,000.00

Project Type: Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)

Dear Mr. Hicks:

Congratulations! Based on Department of Conservation and Recreation's (DCR) review and assessment of your application, your project was approved for funding by the Virginia Soil and Water Conservation Board on June 3, 2020. The total funds awarded from the DSFPPAF is \$3,000.00. Terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- Funding reduced to align with similarly awarded projects.

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement ***within 90 days of receipt*** to:

Address:

Kimberly S. Adams
Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219
kadams@virginiareources.org
(804) 616-3449

600 East Main Street, 24th Floor | Richmond, Virginia 23219 | 804-786-6124

*State Parks • Soil and Water Conservation • Outdoor Recreation Planning
Natural Heritage • Dam Safety and Floodplain Management • Land Conservation*

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

2. Grant funds shall be disbursed on a reimbursement basis only. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual. The grant manual may be found at <https://www.dcr.virginia.gov/dam-safety-and-floodplains/dsfpm-grants>. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
3. All projects are required to be completed within the twelve months following the issuance of a signed agreement or within the approved extension period if applicable. Grant funds will be disbursed on a reimbursement basis after the completion of the approved project. Reimbursement requests must be submitted within 90 days following passage of the authorized project completion date and only after the recipient has submitted the engineering work to the Regional Dam Safety Engineer for approval or to DCR Floodplain Management if a flood prevention project. Projects not completed and without an authorized extension will have all funds rescinded without further notice.
4. ***All dam safety grant deliverables must be submitted through the Dam Safety Inventory System (DSIS). DSIS forms and data are located at <https://www.dcr.virginia.gov/dam-safety-and-floodplains/ds-dsis>***
5. No project will be reimbursed without an active Regular or Conditional Operation and Maintenance Certificate.
6. Requests for reimbursement for Dam Break Inundation Zone Analysis, Mapping, and Digitization (DBIZ) and Emergency Action or Preparedness Plan Development (EAP/EPP), must include proof the DBIZ has been filed with the local planning department and the EAP/EPP with the local emergency management coordinator and the Virginia Department of Emergency Management. No reimbursement will be provided without this proof of filing.

Again, congratulations on your selection as a grantee of the DSFPPAF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcr.virginia.gov.

Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Russell W. Baxter, Deputy Director, DCR
Kimberly S. Adams, Senior Program Manager, VRA
Steven Bricker, P.E., DCR

Matthew J. Strickler
Secretary of Natural Resources

Clyde E. Cristman
Director



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

Rochelle Altholz
Deputy Director of
Administration and Finance

Russell W. Baxter
Deputy Director of
Dam Safety & Floodplain
Management and Soil & Water
Conservation

Thomas L. Smith
Deputy Director of Operations

July 1, 2020

Richard Hicks, Deputy County Administrator
Pittsylvania County
1 Center Street
P.O. Box 426
Chatham, VA 24531

Re: **Dam Safety, Flood Prevention and Protection Assistance Fund (DSFPPAF)**

2020 Grant Application; Grant Number DSFP-10-20

Grant Number: DSFP-10-20

Dam Name: Cherrystone Creek Dam # 1, Inventory No. 143002

Applicant: Pittsylvania County, Town of Chatham, Pittsylvania SWCD

Total Project Cost \$30,000.00, Grant Amount Requested \$15,000.00

Project Type: Dam Break Inundation Zone Analysis, Mapping, and Digitization

Dear Mr. Hicks:

Congratulations! Based on Department of Conservation and Recreation's (DCR) review and assessment of your application, your project was approved for funding by the Virginia Soil and Water Conservation Board on June 3, 2020. The total funds awarded from the DSFPPAF is \$15,000.00. Terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- None

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement ***within 90 days of receipt*** to:

Address:

Kimberly S. Adams
Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219
kadams@virginiareources.org
(804) 616-3449

600 East Main Street, 24th Floor | Richmond, Virginia 23219 | 804-786-6124

*State Parks • Soil and Water Conservation • Outdoor Recreation Planning
Natural Heritage • Dam Safety and Floodplain Management • Land Conservation*

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

2. Grant funds shall be disbursed on a reimbursement basis only. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual. The grant manual may be found at <https://www.dcr.virginia.gov/dam-safety-and-floodplains/dsfpm-grants>. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
3. All projects are required to be completed within the twelve months following the issuance of a signed agreement or within the approved extension period if applicable. Grant funds will be disbursed on a reimbursement basis after the completion of the approved project. Reimbursement requests must be submitted within 90 days following passage of the authorized project completion date and only after the recipient has submitted the engineering work to the Regional Dam Safety Engineer for approval or to DCR Floodplain Management if a flood prevention project. Projects not completed and without an authorized extension will have all funds rescinded without further notice.
4. ***All dam safety grant deliverables must be submitted through the Dam Safety Inventory System (DSIS). DSIS forms and data are located at <https://www.dcr.virginia.gov/dam-safety-and-floodplains/ds-dsis>***
5. No project will be reimbursed without an active Regular or Conditional Operation and Maintenance Certificate.
6. Requests for reimbursement for Dam Break Inundation Zone Analysis, Mapping, and Digitization (DBIZ) and Emergency Action or Preparedness Plan Development (EAP/EPP), must include proof the DBIZ has been filed with the local planning department and the EAP/EPP with the local emergency management coordinator and the Virginia Department of Emergency Management. No reimbursement will be provided without this proof of filing.

Again, congratulations on your selection as a grantee of the DSFPPAF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcr.virginia.gov.

Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Russell W. Baxter, Deputy Director, DCR
Kimberly S. Adams, Senior Program Manager, VRA
Steven Bricker, P.E., DCR

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,

**as Administrator of the
Dam Safety, Flood Prevention and Protection Assistance Fund**

And

**PITTSYLVANIA COUNTY, VIRGINIA
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD**

Department of Conservation and Recreation

DSFP-13-20

Attachment: DSFP-13-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT_ (2123 :

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GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of July, 2020 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **DAM SAFETY, FLOOD PREVENTION AND PROTECTION ASSISTANCE FUND**, and **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government (the “Grantee”).

Pursuant to Article 1.2, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Dam Safety, Flood Prevention and Protection Assistance Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments and private entities in Virginia to fund the costs of flood prevention or protection projects all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.2, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Consulting Engineer” means the project engineer, meeting all applicable standards of the Virginia Impounding Structures Regulations, 4 VAC 50-20 et seq., as amended, designated by the Grantee to oversee the work with respect to the Project.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Dam Safety, Flood Prevention and Protection Assistance Fund.

“Grantee” means **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government.

“Project” means the particular project described in **Exhibit B** to this Agreement to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department.

“Project Budget” means the budget for the Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.16 of the Act.

“Project Description” means the description of the Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work shall be performed according to sound construction, engineering and architectural principles and commonly accepted safety standards and shall be in compliance with the requirements of the Virginia Impounding Structure Regulations (4VAC50-20).

ARTICLE III

TIME OF PERFORMANCE

The Grantee's work on the Project shall be completed, and evidence of completion presented and a request for disbursement of grant funds made to the Department, within twelve months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder, if

Grantee fails to complete the Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed 50% of the demonstrated total cost of the Project or **\$3,000.00**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

(a) A requisition in the form set forth in **Exhibit D** and reimbursement request in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs, along with a certification by the Consulting Engineer in the form set forth in **Exhibit D** to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement;

(b) An Emergency Action Plan or Emergency Preparedness Plan developed by the Grantee's Consulting Engineer and approved by the Department as meeting all standards of the Virginia Impounding Structure Regulations (4 VAC50-20).

Upon receipt of each such requisition and accompanying Emergency Action Plan or Emergency Preparedness Plan, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with such requisition to the extent approved by the Department. The Department shall have no obligation to approve any requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Project. The Grantee agrees to cause the Project to be completed as described in **Exhibit B** and in accordance with plans and specifications prepared by the Grantee's Consulting Engineer and approved by the appropriate regulatory agencies. The Grantee shall complete the Project by the date set forth in Article III unless approval for a later completion date is given by the Virginia Soil and Water Conservation Board and the Department.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Indemnification. To the extent permitted by law, the Grantee shall indemnify and hold harmless the Authority, the Department, the Fund, and when applicable, its employees and

designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by or arising out of the performance by the Grantee of its obligations under this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Project is not proceeding in accordance with the Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.9. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.10. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act.

Section 5.11. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until audited by the Commonwealth of Virginia, whichever is later. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced.

Section 5.12. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.13. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Dam Safety, Flood Prevention
and Protection Assistance Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety & Floodplain Management

Grantee: **PITTSYLVANIA COUNTY, VIRGINIA**
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD
1 Center Street
P.O. Box 426
Chatham, VA 24531
Attention: Mr. Richard Hicks, Deputy County Administrator

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS

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

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE DAM SAFETY,
FLOOD PREVENTION AND PROTECTION
ASSISTANCE FUND**

By: _____
Stephanie L. Hamlett
Executive Director

PITTSYLVANIA COUNTY, VIRGINIA

By: _____
Name: _____
Title: _____

TOWN OF CHATHAM, VIRGINIA

By: _____
Name: _____
Title: _____

PITTSYLVANIA SWCD

By: _____
Name: _____
Title: _____

DSFP-13-20

Attachment: DSFP-13-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT_ (2123 :

Exhibit A

GRANT AUTHORIZATION

Copy of the Virginia Soil and Water Conservation Board's grant approval motion is attached.

Attachment: DSFP-13-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT_ (2123 :

EXHIBIT A

Virginia Soil and Water Conservation Board
June 3, 2020

Approval of 2020 Dam Safety, Flood Prevention and Protection Assistance Fund Grant Projects

§ 10.1-603.18. Administration of the Fund.

The Authority shall administer and manage the Fund, and establish the interest rates and the repayment terms of such loans as provided in this article, in accordance with a memorandum of agreement with the Director. The Director shall, after consultation with all interested parties, develop a guidance document governing project eligibility and project priority criteria, and the Director, upon approval from the Virginia Soil and Water Conservation Board, shall direct the distribution of loans and grants from the Fund to local governments and private entities. In order to carry out the administration and management of the Fund, the Authority may employ officers, employees, agents, advisers and consultants, including without limitation, attorneys, financial advisors, engineers, and other technical advisors and public accountants, and determine their duties and compensation without the approval of any other agency or instrumentality. The Authority may disburse from the Fund reasonable costs and expenses incurred in the administration and management of the Fund and may establish and collect a reasonable fee for its management services. However, any such fee shall not exceed one-eighth of one percent of any bond par, loan or grant amount.

Recommended Motion:

The Virginia Soil and Water Conservation Board approves the eighty-six (86) grant applications, with an approval amount of \$308,168.00, as recommended by the Department. Approval of these grants is conditioned on the following:

1. All grants are made on a reimbursement basis and will be governed by a Grant Agreement developed in consultation with the Virginia Resources Authority. All applicants will be given a period of 90 days to enter into a Grant Agreement following the Agreement being sent. The Department of Conservation and Recreation (Department) is authorized to further extend this date in its discretion and following consultation with VRA.
2. All grant agreements will require that projects be completed within 12 months of the date of execution of the Agreement. Upon receipt of a written request for a project extension with a specified completion date by the Grantee to the Department with a copy to VRA, the Department is authorized to consider such request and may amend the terms of the Agreement and allow a specified extension upon the Department's and the Authority's written approval. Extension requests must be received by the Department not later than 90 days prior to the expiration of the original agreement or grant funds are subject to rescission at the Departments discretion. No extensions shall exceed an additional year without specific Board approval.

- 3. In the event that any of the above applicants fail to execute a Grant Agreement with VRA within 90 days of such an Agreement being sent to the applicant, the Department, in consultation with VRA, is authorized to rescind those grant funds and allocate in subsequent grant rounds.

The Department is authorized to communicate this approval to the Virginia Resources Authority (VRA) so that VRA's review of applications may proceed. The Department is also authorized to take any action necessary to proceed with the closing and administration of grants subsequent to VRA's approval of the application.

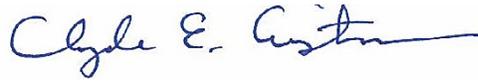
Motion made by: Gray Coyner

Motion seconded by: Adam Wilson

Action: Motion carried unanimously



Charles A. Arnanson, Chair



Clyde E. Cristman, Director

EXHIBIT A
DEPARTMENT OF CONSERVATION AND RECREATION
DAM SAFETY, FLOOD PREVENTION AND PROTECTION ASSISTANCE FUND
2020 COMPETITIVE GRANT AWARDS

Inventory #	Dam Name	County/City/Town	Project Type	Grant Award Approved
109003	Louisa Dam	Louisa County	Professional Engineer Inspection	2,000.00
109003	Louisa Dam	Louisa County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
009011	Buffalo River Dam #3	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
009011	Buffalo River Dam #3	Amherst County	Professional Engineer Inspection	3,000.00
143019	Elkhorn Dam	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
107014	Gore Dam	Loudoun County	Professional Engineer Inspection	1,500.00
143019	Elkhorn Dam	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,330.00
143002	Cherrystone Creek Dam # 1	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	15,000.00
143002	Cherrystone Creek Dam # 1	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
143003	Cherrystone Creek Dam # 2A	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	12,500.00
143003	Cherrystone Creek Dam # 2A	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
109039	Willow Ridge Dam	Louisa County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	4,250.00
109039	Willow Ridge Dam	Louisa County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	750.00
041029	Woodland Pond	Chesterfield County	Professional Engineer Inspection	1,790.00
153026	New Bristow Village Regional SWM Facility Dam	Prince William County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
153026	New Bristow Village Regional SWM Facility Dam	Prince William County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,650.00
075027	Reservoir # 2	Goochland County	Probable Maximum Precipitation Impact Analysis and Certification	3,750.00
075027	Reservoir # 2	Goochland County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
075027	Reservoir # 2	Goochland County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
075027	Reservoir # 2	Goochland County	Professional Engineer Inspection	2,000.00
125002	Lake Monocan Dam	Nelson County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
107036	Hope Parkway Dam	Loudoun County	Professional Engineer Inspection	2,000.00
009008	Graham Creek Res. Dam #1	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
085016	Lake Ivanhoe Dam	Hanover County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,550.00
009018	Winton Country Club Dam	Amherst County	Professional Engineer Inspection	3,000.00
009024	Buffalo River Dam #4A	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
009024	Buffalo River Dam #4A	Amherst County	Professional Engineer Inspection	3,000.00
003173	Mink Creek Dam	Albemarle County	Professional Engineer Inspection	3,000.00
800009	Izaak Walton Dam	City of Suffolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	1,524.50
800009	Izaak Walton Dam	City of Suffolk	Probable Maximum Precipitation Impact Analysis and Certification	245.00
800009	Izaak Walton Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	245.00
800009	Izaak Walton Dam	City of Suffolk	Professional Engineer Inspection	485.50
810005	Lake Smith Dam	City of Virginia Beach	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,588.00
810006	Little Creek Reservoir Dam	City of Virginia Beach	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
710002	Lake Whitehurst Dam	City of Norfolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
800003	Lake Burnt Mills Dam	City of Suffolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
009031	Greif Aeration Pond Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,125.00
009031	Greif Aeration Pond Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009028	Greif Holding Pond Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,125.00
009028	Greif Holding Pond Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009029	Greif Sludge Pond #2 Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
009029	Greif Sludge Pond #2 Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009030	Greif Sludge Pond #3 Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
009030	Greif Sludge Pond #3 Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
041042	Lake Patrick Henry Dam	Chesterfield County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,800.00

Attachment: DSEFP-13-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT (2123 : Cherrystone Dams #1 and

Inventory #	Dam Name	County/City/Town	Project Type	Grant Award Approved
145088	Butterwood Dam	Powhatan County	Professional Engineer Inspection	550.00
075003	Dover Lake Dam	Goochland County	Probable Maximum Precipitation Impact Analysis and Certification	2,500.00
153031	Potomac Club Regional Pond Dam	Prince William County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,070.00
800001	Lake Cohoon Dam	City of Suffolk	Professional Engineer Inspection	777.50
800001	Lake Cohoon Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800002	Lake Kilby Dam	City of Suffolk	Professional Engineer Inspection	705.00
800002	Lake Kilby Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800013	Lake Meade Dam	City of Suffolk	Professional Engineer Inspection	777.50
800013	Lake Meade Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800010	Speight's Run Dam	City of Suffolk	Professional Engineer Inspection	705.00
800010	Speight's Run Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800023	Lake Kilby Water Treatment Plant Sludge Lagoon Dam	City of Suffolk	Professional Engineer Inspection	705.00
075025	Lake Dillon Dam	Goochland County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
019005	Bedford Lake Dam	Bedford County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,500.00
019005	Bedford Lake Dam	Bedford County	Professional Engineer Inspection	800.00
019005	Bedford Lake Dam	Bedford County	Probable Maximum Precipitation Impact Analysis and Certification	1,000.00
CID510007	N/A; Floodplain Project	Town of Scottsville	Developing flood warning and response systems	10,515.00
003071	Old Trail Dam #2	Albemarle County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
107039	Brambleton Land Bay 3 Pond 6 Dam	Loudoun County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
079013	Twin Lakes Dam #3	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
079012	Twin Lakes Dam #1	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
079011	Twin Lakes Dam #2	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
145008	Shawnee Dam #1	Powhatan County	Professional Engineer Inspection	950.00
003004	Montfair West Dam	Albemarle County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,000.00
003004	Montfair West Dam	Albemarle County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	4,000.00
145088	Butterwood Dam	Powhatan County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,650.00
145088	Butterwood Dam	Powhatan County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	625.00
113018	DT Wade Dam	Madison County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,000.00
113018	DT Wade Dam	Madison County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
111003	Modest Creek Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111003	Modest Creek Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111003	Modest Creek Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
111004	Lunenburg Beach Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111004	Lunenburg Beach Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111004	Lunenburg Beach Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
111005	Nottoway Falls Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111005	Nottoway Falls Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111005	Nottoway Falls Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
145016	Lake Shawnee Dam #3	Powhatan County	Professional Engineer Inspection	950.00
145018	Lake Shawnee Dam #2	Powhatan County	Professional Engineer Inspection	950.00
107036	Hope Parkway Dam	Loudoun County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	900.00
				\$308,168.00

Exhibit B**PROJECT DESCRIPTION**

The Project shall consist of the development of an Emergency Action Plan or Emergency Preparedness Plan for Cherrystone Creek Dam #2A, to be approved by the Department as meeting all standards of the Virginia Soil and Water Conservation Board's Virginia Impounding Structure Regulations (4VAC50-20).

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
Emergency Action Plan or Emrgency Preparedness Plan	\$8,000.00	\$3,000.00	\$5,000.00 (to be paid in full by Grantee)

Attachment: DSFP-13-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT_ (2123 :

Exhibit D**FORM OF REQUISITION**

[Date]

Division Director, Dam Safety & Floodplain Management
 Department of Conservation and Recreation
 600 E. Main Street, 24th Floor
 Richmond, Virginia 23219

Re: Dam Safety, Flood Prevention and Protection Assistance Fund
PITTSYLVANIA COUNTY, VIRGINIA
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD - DSFP-12-20
 Dam Name: Cherrystone Creek Dam # 2A
 Inventory Number: 143003

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of July 1, 2020 (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund (the “Fund”), and **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with the completion of an Emergency Action Plan or Emergency Preparedness Plan, which is submitted herewith. Additionally, enclosed is the reimbursement request form set forth in **Exhibit E** of this Agreement, invoices relating to the items for which payment is requested and a certification by the Consulting Engineer as to the performance of the work and receipt of payment.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

Sincerely,

 (Authorized Representative of the Grantee)

**CERTIFICATE OF THE CONSULTING ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
DSFP-13-20**

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD** (the "Grantee"), pursuant to the Grant Agreement dated as of July 1, 2020 (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund, and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Consulting Engineer for the Grantee hereby certifies to the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been received in full.

Project deliverable_____

Total amount billed for this Project deliverable_____

Dam Name (if applicable)

Signature Consulting Engineer

Inventory No. (if applicable)

Date

Internal Use Only (to be completed by the DCR Dam Safety Regional Engineer upon receipt of signed Form of Requisition, signed Certificate of Consulting Engineer, and any additional documents required to provide certification):

The undersigned DCR Dam Safety Regional Engineer certifies that the Project, as described in Exhibit B of the Grant Agreement, has been completed, meets the requirements of the Dam Safety regulations, and is eligible for disbursement.

Signature DCR DS Regional Engineer

Date

Total Project Costs submitted by Grantee for reimbursement: \$_____. Grant Amount authorized by the Grant Agreement: \$3,000.00 or 50% of the Total Project Costs, whichever is lesser

The undersigned DCR authorized representative recommends the disbursal of \$_____ be made to **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD.**

Signature DCR Authorized Representative

Printed Name and Title

Date

Attachment: DSFP-13-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT_ (2123 :

Exhibit E

Reimbursement Request Form

[Date]

Virginia Department of Conservation and Recreation
Dam Safety, Flood Prevention and Protection Assistance Fund Grant Program

All projects are required to commence and to be completed after the beginning of the application period and not later than 12-months of an executed agreement or by an approved extension date, if applicable. Grant funds will be disbursed on a reimbursement basis after the completion of the approved project.

Reimbursement requests must be submitted within 90 days following passage of the authorized project completion date and only after the recipient has received written project approval from the Regional Dam Safety Engineer or DCR Floodplain Management staff. Requests for reimbursement, along with all supporting documentation, should be emailed to dam@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Dam Safety, Flood Prevention and Protection Assistance Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No *Has the Contact Name changed?* Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Title of Project: _____

Type of Project (Check one): Dam Safety Flood Prevention and Protection

Attachment: DSFP-13-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT_ (2123 :

Grant Number: _____ NFIP CID (If Applicable): _____

Dam Name (If Applicable): _____ Dam Inventory Number (If Applicable): _____

Approved Grant End Date: _____ Total Cost of Project: _____

Total Amount Awarded: _____ Amount Requested for Reimbursement: _____

Required Attachments for Reimbursement

All Projects Types

- Is the signed Form of Requisition from the grant agreement attached? Yes No
- Are proof of payment (cancelled checks, bank statements, accounting system reports etc.) and related invoices attached? Yes No

Dam Safety Projects

- Is the Certificate of the Consulting Engineer Form attached? Yes No N/A
- Has the attached Certificate of the Consulting Engineer Form been reviewed and approved by the appropriate DCR Dam Safety Regional Engineer? Yes No N/A
- If not currently under a Regular or Conditional Operation and Maintenance Certificate, is the Operation and Maintenance Certificate application (Form DCR199-099) and appropriate fee (Form DCR199-192) enclosed? Yes No N/A
- If the project was awarded for DBIZ Analysis, Mapping, and Digitization, or for EAP Development, the map has been filed with the local planning department and the EAP with the local emergency management coordinator and the Virginia Department of Emergency Management Yes No N/A

Flood Prevention and Protection Projects

- Is the Floodplain Certification attached? Yes No N/A
- Has the attached Floodplain Certification been reviewed and approved by DCR Floodplain Management staff? Yes No N/A

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Attachment: DSFP-13-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT_ (2123 :

DCR Use Only: Approval

Amount to be Reimbursed: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

DCR Use Only: Denial

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Reason for Denial: _____

Attachment: DSFP-13-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT_ (2123 :

GRANT AGREEMENT

Between

VIRGINIA RESOURCES AUTHORITY,

**as Administrator of the
Dam Safety, Flood Prevention and Protection Assistance Fund**

And

**PITTSYLVANIA COUNTY, VIRGINIA
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD**

Department of Conservation and Recreation

DSFP-12-20

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GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of this first day of July, 2020 between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia (the “Authority”), as administrator of the **DAM SAFETY, FLOOD PREVENTION AND PROTECTION ASSISTANCE FUND**, and **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government (the “Grantee”).

Pursuant to Article 1.2, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended (the “Act”), the General Assembly created a fund known as the “Dam Safety, Flood Prevention and Protection Assistance Fund” (the “Fund”). In conjunction with the Department of Conservation and Recreation (the “Department”), the Authority administers and manages the Fund. Following consultation with the Authority, the Department from time to time directs loans and grants from the Fund and authorizes the Authority to disburse monies to local governments and private entities in Virginia to fund the costs of flood prevention or protection projects all within the meaning of the Act.

The Grantee has requested a grant from the Fund and such grant has been approved by the Department, as evidenced by **Exhibit A** to this Agreement. The Grantee will use the grant monies from the Fund to finance that portion of the Project Costs not being paid from other sources as set forth in the Project Budget.

ARTICLE I

DEFINITIONS

The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise and any capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Act:

“Act” means Article 1.2, Chapter 6, Title 10.1 of the Code of Virginia of 1950, as amended.

“Agreement” means this Grant Agreement between the Authority, as Administrator of the Fund, and the Grantee, together with any amendments or supplements hereto.

“Authority” means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth of Virginia.

“Authorized Representative” means any member, official or employee of the Grantee authorized by resolution, ordinance or other official act of the governing body of the Grantee to perform the act or sign the document in question.

“Consulting Engineer” means the project engineer, meeting all applicable standards of the Virginia Impounding Structures Regulations, 4 VAC 50-20 et seq., as amended, designated by the Grantee to oversee the work with respect to the Project.

“Department” means the Department of Conservation and Recreation.

“Fund” means the Dam Safety, Flood Prevention and Protection Assistance Fund.

“Grantee” means **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government.

“Project” means the particular project described in **Exhibit B** to this Agreement to be undertaken and completed by the Grantee with, among other monies, the grant funds, with such changes thereto as may be approved in writing by the Authority and the Department.

“Project Budget” means the budget for the Project, a copy of which is attached to this Agreement as **Exhibit C**, with such changes therein as may be approved in writing by the Authority and the Department.

“Project Costs” means the costs described in the Project Budget and such other costs permitted by the Act as may be approved in writing by the Department, provided such costs are included in the definition of “cost” set forth in Section 10.1-603.16 of the Act.

“Project Description” means the description of the Project to be undertaken using the grant funds made available by this Agreement, a copy of which is attached to this Agreement as **Exhibit B**, with such changes therein as may be approved in writing by the Authority and the Department.

ARTICLE II

SCOPE OF SERVICES

The Grantee shall provide the services and work as set forth in the Project Description (**Exhibit B**) of this Agreement. All work shall be performed according to sound construction, engineering and architectural principles and commonly accepted safety standards and shall be in compliance with the requirements of the Virginia Impounding Structure Regulations (4VAC50-20).

ARTICLE III

TIME OF PERFORMANCE

The Grantee's work on the Project shall be completed, and evidence of completion presented and a request for disbursement of grant funds made to the Department, within twelve months of the execution of this Agreement. Unless an extension is granted pursuant to Section 4.3 below, this Agreement shall terminate without notice and the Authority shall have no obligation to disburse funds hereunder, if

Grantee fails to complete the Project within the applicable timeframe and provide satisfactory evidence of same to the Authority and the Department.

ARTICLE IV

GRANT FUNDS

Section 4.1. Amount of Grant. The Grantee shall be reimbursed grant funds for the payment of Project Costs, in an amount not to exceed 50% of the demonstrated total cost of the Project or **\$12,500.00**, whichever is lesser, for the purposes set forth in the Project Description. Disbursement of grant funds will be in accordance with payment provisions set forth in Section 4.2.

Section 4.2. Application of Grant Funds. The Grantee agrees to apply the grant funds solely and exclusively to the reimbursement of the Grantee for payment of Project Costs. The Authority, at the direction of the Department, shall disburse grant funds from the Fund to the Grantee upon receipt by the Authority and the Department of the following:

(a) A requisition in the form set forth in **Exhibit D** and reimbursement request in the form set forth in **Exhibit E**, approved by the Department (upon which the Authority shall rely), signed by the Authorized Representative and containing all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs, along with a certification by the Consulting Engineer in the form set forth in **Exhibit D** to this Agreement, and all other information required by, and otherwise being in the form of, **Exhibit D** to this Agreement;

(b) A Dam Break Inundation Zone Analysis, Mapping, and Digitization developed by the Grantee's Consulting Engineer and approved by the Department as meeting all standards of the Virginia Impounding Structure Regulations (4 VAC50-20).

Upon receipt of each such requisition and accompanying Dam Break Inundation Zone Analysis, Mapping, and Digitization, the Authority shall disburse the grant funds hereunder to the Grantee in accordance with such requisition to the extent approved by the Department. The Department shall have no obligation to approve any requisition, and the Authority shall have no obligation to disburse any such grant funds, if the Grantee is not in compliance with any of the terms of this Agreement.

Section 4.3. Agreement to Accomplish Project. The Grantee agrees to cause the Project to be completed as described in **Exhibit B** and in accordance with plans and specifications prepared by the Grantee's Consulting Engineer and approved by the appropriate regulatory agencies. The Grantee shall complete the Project by the date set forth in Article III unless approval for a later completion date is given by the Virginia Soil and Water Conservation Board and the Department.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Indemnification. To the extent permitted by law, the Grantee shall indemnify and hold harmless the Authority, the Department, the Fund, and when applicable, its employees and

designated representatives, from any and all claims, suits, actions, liabilities and costs of any kind, caused by or arising out of the performance by the Grantee of its obligations under this Agreement. Nothing contained herein shall be deemed an express or implied waiver of the sovereign immunity of the Commonwealth.

Section 5.2. Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the covenants contained herein.

Section 5.3. Termination.

(a) The Authority may amend, modify or terminate this Agreement for any reason upon thirty (30) days written notice to the Grantee. The Grantee shall not be paid for any services rendered or expenses incurred for which funding is not authorized by any action affecting the authority of the grant from the Fund.

(b) If any written or oral representation, warranty or other statement furnished or made by or on behalf of the Grantee to the Department or the Authority in connection with this Agreement or the Grantee's application for a grant from the Fund is false or misleading in any material respect, the Authority shall have the right immediately to terminate this Agreement.

(c) In the event of a breach by the Grantee of this Agreement, including the Department receiving notice that the Project is not proceeding in accordance with the Project Description, the Authority shall have the right to cease any further disbursements to the Grantee until such breach is cured. In addition, the Authority may give written notice to the Grantee specifying the manner in which this Agreement has been breached and providing the Grantee thirty (30) days within which to cure the breach. If such a notice of breach is given and the Grantee has not substantially corrected the breach within 30 days of receipt of such written notice, the Authority shall have the right forthwith to terminate this Agreement.

(d) In the event of a termination of this Agreement in accordance with paragraphs (b) or (c) of this Section 5.3, the Authority, at the direction of the Department, may require the Grantee to repay all grant proceeds disbursed hereunder.

Section 5.4. Integration and Modification. This Agreement constitutes the entire Agreement between the Grantee and the Authority with respect to the grant. No alteration, amendment or modification in the provisions of this Agreement shall be effective unless reduced to writing, signed by both the parties and attached hereto.

Section 5.5. Collateral Agreements. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part of this Agreement by reference or otherwise, the provisions of this Agreement shall control.

Section 5.6. Non-Discrimination. In the performance of this Agreement, the Grantee warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin, other non job related factors or any basis prohibited by law. To the extent required by law and upon request of the Department and the Authority, the Grantee

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that such Grantee is an equal opportunity employer; however, notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Agreement.

The Grantee shall include the provisions of the foregoing paragraphs of this section in every contract, subcontract or purchase order of over ten thousand dollars, so that such provisions will be binding upon each contractor, subcontractor or vendor.

Section 5.7. Applicable Laws. This Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 5.8. Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect, at the option of the Authority.

Section 5.9. Contingent Fee Warranty. The Grantee warrants that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon the award or making of this Agreement. For breach of the foregoing warranty, the Authority shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

Section 5.10. Conflict of Interest. The Grantee warrants that it has fully complied with the Virginia Conflict of Interest Act.

Section 5.11. Records Availability. The Grantee agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for five (5) years after final disbursement of grant proceeds, or until audited by the Commonwealth of Virginia, whichever is later. The Authority, the Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. Additionally, the Authority, the Department, and/or its representatives shall have the right of access to worksites for the purpose of ensuring that the provisions of this Agreement are properly carried out and enforced.

Section 5.12. Ownership of Documents. Upon the request of the Authority or the Department, the Grantee shall provide copies of any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Agreement.

Section 5.13. Notices. Unless otherwise provided for herein, all notices, approvals, consents, correspondence and other communications under this Agreement shall be in writing and shall be deemed delivered to the following:

Fund: Virginia Resources Authority, as Administrator
of the Dam Safety, Flood Prevention
and Protection Assistance Fund
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Authority: Virginia Resources Authority
1111 East Main Street, Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

Department: Virginia Department of Conservation and Recreation
600 East Main Street, 24th Floor
Richmond, Virginia 23219
Attention: Division Director, Dam Safety & Floodplain Management

Grantee: **PITTSYLVANIA COUNTY, VIRGINIA**
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD
1 Center Street
P.O. Box 426
Chatham, VA 24531
Attention: Mr. Richard Hicks, Deputy County Administrator

A duplicate copy of each notice, approval, consent, correspondence or other communications shall be given to each of the other parties named.

ARTICLE VI

COUNTERPARTS

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

WITNESS the following signatures, all duly authorized.

**VIRGINIA RESOURCES AUTHORITY, AS
ADMINISTRATOR OF THE DAM SAFETY,
FLOOD PREVENTION AND PROTECTION
ASSISTANCE FUND**

By: _____
Stephanie L. Hamlett
Executive Director

PITTSYLVANIA COUNTY, VIRGINIA

By: _____
Name: _____
Title: _____

TOWN OF CHATHAM, VIRGINIA

By: _____
Name: _____
Title: _____

PITTSYLVANIA SWCD

By: _____
Name: _____
Title: _____

DSFP-12-20

Attachment: DSFP-12-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT (2123 : Cherrystone

Exhibit A

GRANT AUTHORIZATION

Copy of the Virginia Soil and Water Conservation Board's grant approval motion is attached.

Attachment: DSFP-12-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT (2123 : Cherrystone

EXHIBIT A

Virginia Soil and Water Conservation Board
June 3, 2020

Approval of 2020 Dam Safety, Flood Prevention and Protection Assistance Fund Grant Projects

§ 10.1-603.18. Administration of the Fund.

The Authority shall administer and manage the Fund, and establish the interest rates and the repayment terms of such loans as provided in this article, in accordance with a memorandum of agreement with the Director. The Director shall, after consultation with all interested parties, develop a guidance document governing project eligibility and project priority criteria, and the Director, upon approval from the Virginia Soil and Water Conservation Board, shall direct the distribution of loans and grants from the Fund to local governments and private entities. In order to carry out the administration and management of the Fund, the Authority may employ officers, employees, agents, advisers and consultants, including without limitation, attorneys, financial advisors, engineers, and other technical advisors and public accountants, and determine their duties and compensation without the approval of any other agency or instrumentality. The Authority may disburse from the Fund reasonable costs and expenses incurred in the administration and management of the Fund and may establish and collect a reasonable fee for its management services. However, any such fee shall not exceed one-eighth of one percent of any bond par, loan or grant amount.

Recommended Motion:

The Virginia Soil and Water Conservation Board approves the eighty-six (86) grant applications, with an approval amount of \$308,168.00, as recommended by the Department. Approval of these grants is conditioned on the following:

1. All grants are made on a reimbursement basis and will be governed by a Grant Agreement developed in consultation with the Virginia Resources Authority. All applicants will be given a period of 90 days to enter into a Grant Agreement following the Agreement being sent. The Department of Conservation and Recreation (Department) is authorized to further extend this date in its discretion and following consultation with VRA.
2. All grant agreements will require that projects be completed within 12 months of the date of execution of the Agreement. Upon receipt of a written request for a project extension with a specified completion date by the Grantee to the Department with a copy to VRA, the Department is authorized to consider such request and may amend the terms of the Agreement and allow a specified extension upon the Department's and the Authority's written approval. Extension requests must be received by the Department not later than 90 days prior to the expiration of the original agreement or grant funds are subject to rescission at the Departments discretion. No extensions shall exceed an additional year without specific Board approval.

- 3. In the event that any of the above applicants fail to execute a Grant Agreement with VRA within 90 days of such an Agreement being sent to the applicant, the Department, in consultation with VRA, is authorized to rescind those grant funds and allocate in subsequent grant rounds.

The Department is authorized to communicate this approval to the Virginia Resources Authority (VRA) so that VRA's review of applications may proceed. The Department is also authorized to take any action necessary to proceed with the closing and administration of grants subsequent to VRA's approval of the application.

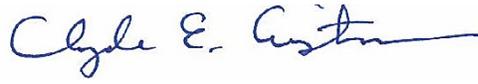
Motion made by: Gray Coyner

Motion seconded by: Adam Wilson

Action: Motion carried unanimously



Charles A. Arnanson, Chair



Clyde E. Cristman, Director

EXHIBIT A
DEPARTMENT OF CONSERVATION AND RECREATION
DAM SAFETY, FLOOD PREVENTION AND PROTECTION ASSISTANCE FUND
2020 COMPETITIVE GRANT AWARDS

Inventory #	Dam Name	County/City/Town	Project Type	Grant Award Approved
109003	Louisa Dam	Louisa County	Professional Engineer Inspection	2,000.00
109003	Louisa Dam	Louisa County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
009011	Buffalo River Dam #3	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
009011	Buffalo River Dam #3	Amherst County	Professional Engineer Inspection	3,000.00
143019	Elkhorn Dam	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
107014	Gore Dam	Loudoun County	Professional Engineer Inspection	1,500.00
143019	Elkhorn Dam	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,330.00
143002	Cherrystone Creek Dam # 1	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	15,000.00
143002	Cherrystone Creek Dam # 1	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
143003	Cherrystone Creek Dam # 2A	Pittsylvania County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	12,500.00
143003	Cherrystone Creek Dam # 2A	Pittsylvania County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
109039	Willow Ridge Dam	Louisa County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	4,250.00
109039	Willow Ridge Dam	Louisa County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	750.00
041029	Woodland Pond	Chesterfield County	Professional Engineer Inspection	1,790.00
153026	New Bristow Village Regional SWM Facility Dam	Prince William County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
153026	New Bristow Village Regional SWM Facility Dam	Prince William County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,650.00
075027	Reservoir # 2	Goochland County	Probable Maximum Precipitation Impact Analysis and Certification	3,750.00
075027	Reservoir # 2	Goochland County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
075027	Reservoir # 2	Goochland County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
075027	Reservoir # 2	Goochland County	Professional Engineer Inspection	2,000.00
125002	Lake Monocan Dam	Nelson County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
107036	Hope Parkway Dam	Loudoun County	Professional Engineer Inspection	2,000.00
009008	Graham Creek Res. Dam #1	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
085016	Lake Ivanhoe Dam	Hanover County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,550.00
009018	Winton Country Club Dam	Amherst County	Professional Engineer Inspection	3,000.00
009024	Buffalo River Dam #4A	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,250.00
009024	Buffalo River Dam #4A	Amherst County	Professional Engineer Inspection	3,000.00
003173	Mink Creek Dam	Albemarle County	Professional Engineer Inspection	3,000.00
800009	Izaak Walton Dam	City of Suffolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	1,524.50
800009	Izaak Walton Dam	City of Suffolk	Probable Maximum Precipitation Impact Analysis and Certification	245.00
800009	Izaak Walton Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	245.00
800009	Izaak Walton Dam	City of Suffolk	Professional Engineer Inspection	485.50
810005	Lake Smith Dam	City of Virginia Beach	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,588.00
810006	Little Creek Reservoir Dam	City of Virginia Beach	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
710002	Lake Whitehurst Dam	City of Norfolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
800003	Lake Burnt Mills Dam	City of Suffolk	Dam Break Inundation Zone Analysis, Mapping, and Digitization	13,944.00
009031	Greif Aeration Pond Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,125.00
009031	Greif Aeration Pond Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009028	Greif Holding Pond Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,125.00
009028	Greif Holding Pond Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009029	Greif Sludge Pond #2 Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
009029	Greif Sludge Pond #2 Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
009030	Greif Sludge Pond #3 Dam	Amherst County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
009030	Greif Sludge Pond #3 Dam	Amherst County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,500.00
041042	Lake Patrick Henry Dam	Chesterfield County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,800.00

Attachment: DSFP-12-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT (2123 : Cherrystone Dams #1 and

Inventory #	Dam Name	County/City/Town	Project Type	Grant Award Approved
145088	Butterwood Dam	Powhatan County	Professional Engineer Inspection	550.00
075003	Dover Lake Dam	Goochland County	Probable Maximum Precipitation Impact Analysis and Certification	2,500.00
153031	Potomac Club Regional Pond Dam	Prince William County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,070.00
800001	Lake Cohoon Dam	City of Suffolk	Professional Engineer Inspection	777.50
800001	Lake Cohoon Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800002	Lake Kilby Dam	City of Suffolk	Professional Engineer Inspection	705.00
800002	Lake Kilby Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800013	Lake Meade Dam	City of Suffolk	Professional Engineer Inspection	777.50
800013	Lake Meade Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800010	Speight's Run Dam	City of Suffolk	Professional Engineer Inspection	705.00
800010	Speight's Run Dam	City of Suffolk	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	2,515.00
800023	Lake Kilby Water Treatment Plant Sludge Lagoon Dam	City of Suffolk	Professional Engineer Inspection	705.00
075025	Lake Dillon Dam	Goochland County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
019005	Bedford Lake Dam	Bedford County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,500.00
019005	Bedford Lake Dam	Bedford County	Professional Engineer Inspection	800.00
019005	Bedford Lake Dam	Bedford County	Probable Maximum Precipitation Impact Analysis and Certification	1,000.00
CID510007	N/A; Floodplain Project	Town of Scottsville	Developing flood warning and response systems	10,515.00
003071	Old Trail Dam #2	Albemarle County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
107039	Brambleton Land Bay 3 Pond 6 Dam	Loudoun County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	3,000.00
079013	Twin Lakes Dam #3	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
079012	Twin Lakes Dam #1	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
079011	Twin Lakes Dam #2	Greene County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,250.00
145008	Shawnee Dam #1	Powhatan County	Professional Engineer Inspection	950.00
003004	Montfair West Dam	Albemarle County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,000.00
003004	Montfair West Dam	Albemarle County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	4,000.00
145088	Butterwood Dam	Powhatan County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	5,650.00
145088	Butterwood Dam	Powhatan County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	625.00
113018	DT Wade Dam	Madison County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,000.00
113018	DT Wade Dam	Madison County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	6,000.00
111003	Modest Creek Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111003	Modest Creek Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111003	Modest Creek Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
111004	Lunenburg Beach Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111004	Lunenburg Beach Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111004	Lunenburg Beach Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
111005	Nottoway Falls Dam	Lunenburg County	Dam Break Inundation Zone Analysis, Mapping, and Digitization	7,500.00
111005	Nottoway Falls Dam	Lunenburg County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	1,646.00
111005	Nottoway Falls Dam	Lunenburg County	Professional Engineer Inspection	2,000.00
145016	Lake Shawnee Dam #3	Powhatan County	Professional Engineer Inspection	950.00
145018	Lake Shawnee Dam #2	Powhatan County	Professional Engineer Inspection	950.00
107036	Hope Parkway Dam	Loudoun County	Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)	900.00
				\$308,168.00

Attachment: DSFP-12-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT (2123 : Cherrystone Dams #1 and

Exhibit B**PROJECT DESCRIPTION**

The Project shall consist of the development of a Dam Break Inundation Zone Analysis, Mapping, and Digitization for Cherrystone Creek Dam #2A, to be approved by the Department as meeting all standards of the Virginia Soil and Water Conservation Board's Virginia Impounding Structure Regulations (4VAC50-20).

Exhibit C

PROJECT BUDGET

ACTIVITY	ESTIMATED TOTAL COST	ESTIMATED FUNDING FROM GRANT	ESTIMATED FUNDING FROM OTHER SOURCES
A Dam Break Inundation Zone Analysis, Mapping, and Digitization	\$25,000.00	\$12,500.00	\$12,500.00 (to be paid in full by Grantee)

Attachment: DSFP-12-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT (2123 : Cherrystone

Exhibit D**FORM OF REQUISITION**

[Date]

Division Director, Dam Safety & Floodplain Management
 Department of Conservation and Recreation
 600 E. Main Street, 24th Floor
 Richmond, Virginia 23219

Re: Dam Safety, Flood Prevention and Protection Assistance Fund
PITTSYLVANIA COUNTY, VIRGINIA
TOWN OF CHATHAM, VIRGINIA
PITTSYLVANIA SWCD - DSFP-12-20
 Dam Name: Cherrystone Creek Dam # 2A
 Inventory Number: 143003

Dear Division Director:

This requisition, Number ____, is submitted in connection with the Grant Agreement dated as of July 1, 2020 (the “Grant Agreement”) between the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund (the “Fund”), and **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD**, a Local Government (the “Grantee”). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Grant Agreement. The undersigned Authorized Representative of the Grantee hereby requests disbursement of grant proceeds under the Grant Agreement in the amount of \$_____, for the purposes of reimbursement of the Project Costs associated with the completion of a Dam Break Inundation Zone Analysis, Mapping, and Digitization, which is submitted herewith. Additionally, enclosed is the reimbursement request form set forth in **Exhibit E** of this Agreement, invoices relating to the items for which payment is requested and a certification by the Consulting Engineer as to the performance of the work and receipt of payment.

The undersigned certifies that (a) the amounts requested by this requisition will be applied solely and exclusively to the reimbursement of the Grantee for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this requisition are not subject to any lien or security interest or such lien or security interest will be released upon payment of the requisition.

Sincerely,

 (Authorized Representative of the Grantee)

**CERTIFICATE OF THE CONSULTING ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT
DSFP-12-20**

This Certificate is being executed and delivered in connection with Requisition dated _____, 20__, submitted by **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD** (the "Grantee"), pursuant to the Grant Agreement dated as of July 1, 2020 (the "Grant Agreement") between the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund, and the Grantee. Capitalized terms used herein shall have the same meanings set forth in Article I of the Grant Agreement referred to in the Requisition.

The undersigned Consulting Engineer for the Grantee hereby certifies to the Virginia Resources Authority, as Administrator of the Dam Safety, Flood Prevention and Protection Assistance Fund, that insofar as the amounts covered by this Requisition include payments for labor, such work was actually performed and payment for such work has been received in full.

Project deliverable_____

Total amount billed for this Project deliverable_____

Dam Name (if applicable)

Signature Consulting Engineer

Inventory No. (if applicable)

Date

Internal Use Only (to be completed by the DCR Dam Safety Regional Engineer upon receipt of signed Form of Requisition, signed Certificate of Consulting Engineer, and any additional documents required to provide certification):

The undersigned DCR Dam Safety Regional Engineer certifies that the Project, as described in Exhibit B of the Grant Agreement, has been completed, meets the requirements of the Dam Safety regulations, and is eligible for disbursement.

Signature DCR DS Regional Engineer

Date

Total Project Costs submitted by Grantee for reimbursement: \$_____. Grant Amount authorized by the Grant Agreement: \$12,500.00 or 50% of the Total Project Costs, whichever is lesser

The undersigned DCR authorized representative recommends the disbursal of \$_____ be made to **PITTSYLVANIA COUNTY, VIRGINIA, TOWN OF CHATHAM, VIRGINIA AND PITTSYLVANIA SWCD.**

Signature DCR Authorized Representative

Printed Name and Title

Date

Attachment: DSFP-12-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT (2123 : Cherrystone

Exhibit E

Reimbursement Request Form

[Date]

Virginia Department of Conservation and Recreation
Dam Safety, Flood Prevention and Protection Assistance Fund Grant Program

All projects are required to commence and to be completed after the beginning of the application period and not later than 12-months of an executed agreement or by an approved extension date, if applicable. Grant funds will be disbursed on a reimbursement basis after the completion of the approved project.

Reimbursement requests must be submitted within 90 days following passage of the authorized project completion date and only after the recipient has received written project approval from the Regional Dam Safety Engineer or DCR Floodplain Management staff. Requests for reimbursement, along with all supporting documentation, should be emailed to dam@dcr.virginia.gov. If email is not available, please mail to:

Virginia Department of Conservation and Recreation
Attention: Dam Safety, Flood Prevention and Protection Assistance Fund
Division of Dam Safety and Floodplain Management
600 East Main Street, 24th Floor
Richmond, Virginia 23219

Grant Recipient: _____

Contact Name: _____

Mailing Address (1): _____

Mailing Address (2): _____

City: _____ State: _____ Zip: _____

Is this a new address? Yes No *Has the Contact Name changed?* Yes No

Telephone Number: (____) _____ Cell Phone Number: (____) _____

Email Address: _____

Title of Project: _____

Type of Project (Check one): Dam Safety Flood Prevention and Protection

Attachment: DSFP-12-20 - PITTSYLVANIA - CHATHAM - PSWCD - CHERRYSTONE CREEK DAM #2A - GRANT AGREEMENT (2123 : Cherrystone

Grant Number: _____ NFIP CID (If Applicable): _____

Dam Name (If Applicable): _____ Dam Inventory Number (If Applicable): _____

Approved Grant End Date: _____ Total Cost of Project: _____

Total Amount Awarded: _____ Amount Requested for Reimbursement: _____

Required Attachments for Reimbursement

All Projects Types

- Is the signed Form of Requisition from the grant agreement attached? Yes No
- Are proof of payment (cancelled checks, bank statements, accounting system reports etc.) and related invoices attached? Yes No

Dam Safety Projects

- Is the Certificate of the Consulting Engineer Form attached? Yes No N/A
- Has the attached Certificate of the Consulting Engineer Form been reviewed and approved by the appropriate DCR Dam Safety Regional Engineer? Yes No N/A
- If not currently under a Regular or Conditional Operation and Maintenance Certificate, is the Operation and Maintenance Certificate application (Form DCR199-099) and appropriate fee (Form DCR199-192) enclosed? Yes No N/A
- If the project was awarded for DBIZ Analysis, Mapping, and Digitization, or for EAP Development, the map has been filed with the local planning department and the EAP with the local emergency management coordinator and the Virginia Department of Emergency Management Yes No N/A

Flood Prevention and Protection Projects

- Is the Floodplain Certification attached? Yes No N/A
- Has the attached Floodplain Certification been reviewed and approved by DCR Floodplain Management staff? Yes No N/A

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

DCR Use Only: Approval

Amount to be Reimbursed: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

DCR Use Only: Denial

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

Reason for Denial: _____

Matthew J. Strickler
Secretary of Natural Resources

Clyde E. Cristman
Director



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

Rochelle Altholz
Deputy Director of
Administration and Finance

Russell W. Baxter
Deputy Director of
Dam Safety & Floodplain
Management and Soil & Water
Conservation

Thomas L. Smith
Deputy Director of Operations

July 1, 2020

Richard Hicks, Deputy County Administrator
Pittsylvania County
1 Center Street
P.O. Box 426
Chatham, VA 24531

Re: **Dam Safety, Flood Prevention and Protection Assistance Fund (DSFPPAF)**

2020 Grant Application; Grant Number DSFP-13-20

Grant Number: DSFP-13-20

Dam Name: Cherrystone Creek Dam # 2A, Inventory No. 143003

Applicant: Pittsylvania County, Town of Chatham, Pittsylvania SWCD

Total Project Cost \$8,000.00, Grant Amount Requested \$4,000.00

Project Type: Emergency Plan Development (EAP Emergency Action Plan or EPP Emergency Preparedness Plan)

Dear Mr. Hicks:

Congratulations! Based on Department of Conservation and Recreation's (DCR) review and assessment of your application, your project was approved for funding by the Virginia Soil and Water Conservation Board on June 3, 2020. The total funds awarded from the DSFPPAF is \$3,000.00. Terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- Funding reduced to align with similarly awarded projects.

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement ***within 90 days of receipt*** to:

Address:

Kimberly S. Adams
Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219
kadams@virginiareources.org
(804) 616-3449

600 East Main Street, 24th Floor | Richmond, Virginia 23219 | 804-786-6124

*State Parks • Soil and Water Conservation • Outdoor Recreation Planning
Natural Heritage • Dam Safety and Floodplain Management • Land Conservation*

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

2. Grant funds shall be disbursed on a reimbursement basis only. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual. The grant manual may be found at <https://www.dcr.virginia.gov/dam-safety-and-floodplains/dsfpm-grants>. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
3. All projects are required to be completed within the twelve months following the issuance of a signed agreement or within the approved extension period if applicable. Grant funds will be disbursed on a reimbursement basis after the completion of the approved project. Reimbursement requests must be submitted within 90 days following passage of the authorized project completion date and only after the recipient has submitted the engineering work to the Regional Dam Safety Engineer for approval or to DCR Floodplain Management if a flood prevention project. Projects not completed and without an authorized extension will have all funds rescinded without further notice.
4. ***All dam safety grant deliverables must be submitted through the Dam Safety Inventory System (DSIS). DSIS forms and data are located at <https://www.dcr.virginia.gov/dam-safety-and-floodplains/ds-dsis>***
5. No project will be reimbursed without an active Regular or Conditional Operation and Maintenance Certificate.
6. Requests for reimbursement for Dam Break Inundation Zone Analysis, Mapping, and Digitization (DBIZ) and Emergency Action or Preparedness Plan Development (EAP/EPP), must include proof the DBIZ has been filed with the local planning department and the EAP/EPP with the local emergency management coordinator and the Virginia Department of Emergency Management. No reimbursement will be provided without this proof of filing.

Again, congratulations on your selection as a grantee of the DSFPPAF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcr.virginia.gov.

Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Russell W. Baxter, Deputy Director, DCR
Kimberly S. Adams, Senior Program Manager, VRA
Steven Bricker, P.E., DCR

Matthew J. Strickler
Secretary of Natural Resources

Clyde E. Cristman
Director



COMMONWEALTH of VIRGINIA
DEPARTMENT OF CONSERVATION AND RECREATION

Rochelle Altholz
Deputy Director of
Administration and Finance

Russell W. Baxter
Deputy Director of
Dam Safety & Floodplain
Management and Soil & Water
Conservation

Thomas L. Smith
Deputy Director of Operations

July 1, 2020

Richard Hicks, Deputy County Administrator
Pittsylvania County, Town of Chatham, Pittsylvania SWCD
1 Center Street
P.O. Box 426
Chatham, VA 24531

Re: **Dam Safety, Flood Prevention and Protection Assistance Fund (DSFPPAF)**

2020 Grant Application; Grant Number DSFP-12-20

Grant Number: DSFP-12-20

Dam Name: Cherrystone Creek Dam # 2A, Inventory No. 143003

Applicant: Pittsylvania County, Town of Chatham, Pittsylvania SWCD

Total Project Cost \$25,000.00, Grant Amount Requested \$12,500.00

Project Type: Dam Break Inundation Zone Analysis, Mapping, and Digitization

Dear Mr. Hicks:

Congratulations! Based on Department of Conservation and Recreation's (DCR) review and assessment of your application, your project was approved for funding by the Virginia Soil and Water Conservation Board on June 3, 2020. The total funds awarded from the DSFPPAF is \$12,500.00. Terms, condition(s) or adjustments that apply to your award or that must be satisfied prior to reimbursement are as follows:

- None

Please review the agreement documents emailed or enclosed with this communication as well as the grant manual used for application for important guidance information. Of particular note are the following requirements:

1. Virginia Resources Authority (VRA) will email Grant Agreements to recipients using the email address provided in the original application. If no email address is provided, the Grant Agreements will be sent via U.S. mail. Recipients shall return the signed Grant Agreement ***within 90 days of receipt*** to:

Address:

Kimberly S. Adams
Virginia Resources Authority
1111 E. Main Street, Suite 1920
Richmond, VA 23219
kadams@virginiareources.org
(804) 616-3449

600 East Main Street, 24th Floor | Richmond, Virginia 23219 | 804-786-6124

*State Parks • Soil and Water Conservation • Outdoor Recreation Planning
Natural Heritage • Dam Safety and Floodplain Management • Land Conservation*

VRA will return the executed signature page to you via email unless otherwise requested. Grant agreements not signed and returned within 90 days will have all funds rescinded without further notice.

2. Grant funds shall be disbursed on a reimbursement basis only. All requests for disbursement shall be delivered to DCR for approval according to the reimbursement terms of the grant manual. The grant manual may be found at <https://www.dcr.virginia.gov/dam-safety-and-floodplains/dsfpm-grants>. DCR shall forward the approved request to VRA for payment to the applicant. VRA will not disburse funds prior to receipt of a fully executed Grant Agreement.
3. All projects are required to be completed within the twelve months following the issuance of a signed agreement or within the approved extension period if applicable. Grant funds will be disbursed on a reimbursement basis after the completion of the approved project. Reimbursement requests must be submitted within 90 days following passage of the authorized project completion date and only after the recipient has submitted the engineering work to the Regional Dam Safety Engineer for approval or to DCR Floodplain Management if a flood prevention project. Projects not completed and without an authorized extension will have all funds rescinded without further notice.
4. ***All dam safety grant deliverables must be submitted through the Dam Safety Inventory System (DSIS). DSIS forms and data are located at <https://www.dcr.virginia.gov/dam-safety-and-floodplains/ds-dsis>***
5. No project will be reimbursed without an active Regular or Conditional Operation and Maintenance Certificate.
6. Requests for reimbursement for Dam Break Inundation Zone Analysis, Mapping, and Digitization (DBIZ) and Emergency Action or Preparedness Plan Development (EAP/EPP), must include proof the DBIZ has been filed with the local planning department and the EAP/EPP with the local emergency management coordinator and the Virginia Department of Emergency Management. No reimbursement will be provided without this proof of filing.

Again, congratulations on your selection as a grantee of the DSFPPAF. Should you have any questions, please feel free to contact me at (804) 786-5099 or Wendy.Howard-Cooper@dcr.virginia.gov.

Sincerely,



Wendy Howard Cooper
Director, Dam Safety and Floodplain Management

cc: Russell W. Baxter, Deputy Director, DCR
Kimberly S. Adams, Senior Program Manager, VRA
Steven Bricker, P.E., DCR



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2020-08-01 (VDOT Road Distance Changes) Adoption (Staff Contact: Richard N. Hicks)		
Staff Contact(s):	Richard N. Hicks		
Agenda Date:	August 18, 2020	Item Number:	7.d
Attachment(s):	2020-08-01 VDOT Road Distance Changes		
Reviewed By:	RH		

SUMMARY:

County Staff was contacted by the Virginia Department of Transportation (“VDOT”) regarding three (3) roads within the County where the actual length of the road does not match the official length on VDOT records. Accordingly, VDOT is requesting that the Board consider abandoning a small portion of reach road to promote more accurate records. The roads for the proposed abandonment are as follows: (1) Rt. 916, .20 miles to be abandoned; (2) Rt. 684 (Jay Bird Lane), .10 miles to be abandoned; and (3) Rt. 755 (Mercury Road), .21 miles to be abandoned.

County Staff has determined that no public necessity exists for the continuation of the above portions of public roads. At the Board’s May 19, 2020 Business Meeting, the Board determined that no public necessity exists for the properties and authorized County Staff to send a Notice of Intent to Abandon the same to the VDOT Commissioners, post notice of same for a thirty (30) day period, and run newspaper ads as required by Virginia Code § 33.2-909. These items have been completed and no objections have been received.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board approve Resolution # 2020-08-01 as presented.

MOTION:

“I make a Motion to approve Resolution # 2020-08-01 as presented.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION 2020-08-01**

REQUEST TO ABANDON PORTIONS OF SECONDARY ROADS IN COUNTY

The Pittsylvania County Board of Supervisors (“Board”), at its August 18, 2020, Business Meeting, adopted the following Resolution:

WHEREAS, Public Notice was posted as prescribed under § 33.2-909, Code of Virginia, 1950, as amended, announcing the Board’s intent to abandon the portions of roads described below from the secondary system of state highways, and offering to hold a Public Hearing on the same, if so requested by any interested party; and

WHEREAS, the Commissioner of the Virginia Department of Transportation (“VDOT”) was provided the prescribed notice of this Board’s intent to abandon the subject sections of roads as unanimously determined at its May 19, 2020, Business Meeting; and

WHEREAS, no person requested a public hearing on this matter during the statutory posting Notice Period; and

WHEREAS, after considering all evidence available, this Board is satisfied that no public necessity exists for the continuance of the following portions of secondary roads: (1) Rt. 916, .20 miles to be abandoned; (2) Rt. 684 (Jay Bird Lane), .10 miles to be abandoned; and (3) Rt. 755 (Mercury Road), .21 miles to be abandoned, and hereby deems that said sections of roads are no longer necessary as a part of the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, this Board abandons the above-described sections of roads and removes it from the secondary system of state highways, subject to VDOT approval, pursuant to § 33.2-909, Code of Virginia, 1950, as amended; and

NOW, THEREFORE, BE IT RESOLVED, this Board requests that VDOT abandon the portions of the secondary system of state highways identified above, pursuant to §33.1-229, Code of Virginia, 1950, as amended; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution is forwarded to VDOT.

Given under my hand this 18th day of August, 2020.

Robert (“Bob”) W. Warren, Chairman
Pittsylvania County Board of Supervisors

ATTEST:

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2020-08-02 (SVMP Site Improvement Grant #2 Support) Adoption (Staff Contact: Matthew D. Rowe)		
Staff Contact(s):	Matthew D. Rowe		
Agenda Date:	August 18, 2020	Item Number:	7.e
Attachment(s):	2020-08-02 SVMP		
Reviewed By:			

SUMMARY:

For the Board’s review and consideration, attached is Resolution # 2020-08-02, detailing support for a potential Grant request of \$1,262,201 to the Southside Economic Development Tobacco Commission for site grading and improvements for Lot 2 at the Southern Virginia Multimodal Park (“SVMP”) for a 50-acre graded pad in the vicinity of the previous Burlington Industries Distribution Facility. This Project will be a joint effort with the City of Danville, Virginia, and the Town of Hurt, Virginia.

According to the Staunton River RIFA (“SR RIFA”) Cost-Revenue Sharing Agreement, the County will apply for and fund up to 65% (utilizing its Southside Economic Development Fund allocation and match) and Danville will apply for and fund the remaining 35% (utilizing its Southside Economic Development Fund allocation and match). Given the recent announcement of Staunton River Plastics, LLC, on the pad site along Main Street in Hurt, this Project will result in a new 50-acre site to market to prospective clients. SR RIFA is already in advanced stages of discussions with several prospects interested in the potential future site.

FINANCIAL IMPACT AND FUNDING SOURCE:

If the above-referenced Grant Application is successful, the County will be required to provide a one(1)-to-one (1) match for the Grant Application and Project.

RECOMMENDATION:

County Staff recommends adoption of Resolution # 2020-08-02 as presented.

MOTION:

“I make a motion to adopt Resolution # 2020-08-02 as presented.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2020-08-02**

**VIRGINIA TOBACCO INDEMNIFICATION AND COMMUNITY REVITALIZATION
COMMISSION GRANT APPLICATION AND PROJECT SUPPORT**

WHEREAS, at the Business Meeting of the Pittsylvania County Board of Supervisors (“Board”) held on Tuesday, August 18, 2020, in the Gallery Room of the Chatham Community Center, the following Resolution was presented and adopted:

WHEREAS, the Virginia Tobacco Indemnification and Community Revitalization Commission (“Tobacco Commission”) was created to help foster economic development and improved infrastructure development in the tobacco dependent communities of Southwest and Southside Virginia; and

WHEREAS, the Board desire to submit a Grant Application for \$1,262,201 to the Tobacco Commission from the “Southside Economic Development Grant Fund” due by July 25, 2020.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board does hereby support a Grant Application to the Tobacco Commission to provide funds for needed sitework, including grading and infrastructure improvements, to help recruit companies to locate on the top pad site, Lot 2 at the Southern Virginia Multimodal Park; and

BE IT FURTHER RESOLVED, that the Board does hereby authorize the County Administrator, or his designee, to execute the Application, and sign all necessary Loan documents, reports, and contract.

Given under my hand this 18th day of August, 2020.

Robert (“Bob”) W. Warren, Chairman
Pittsylvania County Board of Supervisors

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2020-08-04 (Acceptance and Acknowledgment of PCSA Dissolution/Termination Intention) Adoption (Staff Contact: J. Vaden Hunt, Esq.)		
Staff Contact(s):	J. Vaden Hunt, Esq.		
Agenda Date:	August 18, 2020	Item Number:	7.f
Attachment(s):	2020-08-04 BOS PCSA Dissolution Resolution 2020-08-01 Service Authority Resolution		
Reviewed By:	VH		

SUMMARY

At its Regular Monthly Meeting on August 18, 2020, the Pittsylvania County Service Authority (“Authority”) passed Resolution # 2020-08-01 (“Authority Resolution”), attached. In the Authority Resolution, the Authority, as required by Virginia Code, notified the Board of its intention, on or before June 30, 2021, to dissolve and/or terminate its existence due to the County’s creation of a Public Works Department. The Authority Resolution also detailed other actions required to dissolve/terminate the Authority. In proposed Resolution # 2020-08-04, attached, the Board supports the Authority Resolution and its intent to dissolve/terminate on or before June 30, 2021. Moreover, the Board agrees to take any all necessary further steps, including but not limited to the assumption of all Authority debt (if any) and the acceptance of all Authority assets during the corporate unwinding process, to support the Authority’s dissolution/termination; thereby, promoting the County’s best interests by reducing redundancy/duplicative services, promoting greater operational efficiency and transparency, and better promoting its goal to be the best stewards possible of County taxpayer resources.

FINANCIAL IMPACT

None (at this time).

RECOMMENDATION

County Staff recommends the Board adopt Resolution # 2020-08-04 as presented.”

MOTION

“I make a Motion to adopt Resolution # 2020-08-04 as presented.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION 2020-08-04**

**BOARD'S ACCEPTANCE AND ACKNOWLEDGMENT OF AUTHORITY'S
TERMINATION AND DISSOLUTION INTENTION**

The Pittsylvania County Board of Supervisors ("Board"), at its August 18, 2020, Business Meeting, adopted the following Resolution:

WHEREAS, at its June 16, 2020, Regular Monthly Meeting, the Pittsylvania County Service Authority ("Authority") unanimously passed a Resolution determining, per Virginia Code § 15.2-5109, effective on or before June 30, 2021, that the Authority should be terminated and dissolved, because its functions have been taken over by Pittsylvania County, Virginia's ("County"), creation of a Public Works Department; and

WHEREAS, in the same Resolution, the Authority, as also required by Virginia Code § 15.2-5109, formally requested the County, on or before June 30, 2021, to assume all the Authority's outstanding debt (if any); and

WHEREAS, in the same Resolution, the Authority directed Authority Staff, on or before June 30, 2021, to commence the process of winding its activities and distributing its assets to the County; and

WHEREAS, in the same Resolution, as required by Virginia Code § 15.2-5109, the Authority directed its Legal Counsel, on or before June 30, 2021, to file Articles of Dissolution and Articles of Termination of Corporate Existence for the Authority with the State Corporation Commission; and

WHEREAS, finally, in the same Resolution, the Authority, on or before June 30, 2021, requested its Legal Counsel to request the Board advertise and conduct a public hearing to remove Chapter 21, Article I, of the Pittsylvania County Code ("PCC"), related to establishment of the Authority.

NOW THEREFORE, BE IT RESOLVED, the Board fully and completely acknowledges, accepts, and approves of the dissolution/termination steps outlined in the Authority's Resolution; and

BE IT ALSO RESOLVED, that the Board, as required by Virginia Code, on or before June 30, 2021, will assume all the Authority's outstanding debts (if any), will take the necessary and appropriate steps to revised the PCC to remove the Authority therefrom, and will accept any and all Authority assets during the unwinding process; and

BE IT FINALLY RESOLVED, that the Board will take any all necessary further steps to support the Authority's dissolution/termination; thereby, promoting the County's best interests by

reducing redundancy/duplicative services, promoting greater operational efficiency and transparency, and better promoting its goal to be the best stewards possible of County taxpayer resources.

Given under my hand this 18th day of August, 2020.

Robert (“Bob”) W. Warren, Chairman
Pittsylvania County Board of Supervisors

ATTEST:

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors

**PITTSYLVANIA COUNTY SERVICE AUTHORITY
RESOLUTION 2020-08-01**

**AUTHORITY’S TERMINATION AND DISSOLUTION INTENTION
DETERMINATION**

The Pittsylvania County Service Authority (“Authority”), at its August 18, 2020, Regular Monthly Meeting, adopted the following Resolution:

WHEREAS, per Virginia Code § 15.2-5109, the Authority determines, effective on or before June 30, 2021, that it should be terminated and dissolved, because its functions have been taken over by Pittsylvania County, Virginia’s (“County”), creation of a Public Works Department; and

WHEREAS, as also required by Virginia Code § 15.2-5109, the Authority formally requests the County, on or before June 30, 2021, to assume all its outstanding debt (if any).

NOW, THEREFORE, BE IT RESOLVED, that the Authority directs Authority Staff, on or before June 30, 2021, to commence the process of winding its activities and distributing its assets to the County; and

BE IT FURTHER RESOLVED, as required by Virginia Code § 15.2-5109, that the Authority directs its Legal Counsel, on or before June 30, 2021, to file Articles of Dissolution and Articles of Termination of Corporate Existence for the Authority with the State Corporation Commission; and

BE IT FINALLY RESOLVED, that the Authority, on or before June 30, 2021, requests its Legal Counsel to request the County’s Board of Supervisors advertise and conduct a public hearing to remove Chapter 21, Article I, of the Pittsylvania County Code, related to establishment of the Authority.

Given under my hand this 18th day of August, 2020.

Dr. Charles H. Miller, Jr., Chairman
Pittsylvania County Service Authority

ATTEST:

David M. Smitherman, Chief Administrative Officer
Pittsylvania County Service Authority



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Award of Roll Off Truck Purchase Approval (Staff Contact: Connie M. Gibson)		
Staff Contact(s):	Connie M. Gibson		
Agenda Date:	August 18, 2020	Item Number:	7.g
Attachment(s):	Copy of bid sheet Acceptance and Award-National Auto 081716		
Reviewed By:			

SUMMARY:

The County's Purchasing Department received four (4) quotes from its IFB for a roll off truck ("truck") with immediate delivery. The low bid was \$152,501.00 from National Auto Fleet Group using the cooperative Sourcewell Contract # 08176-NAF. The County plans to include the five (5)-year extended warranty for \$2,762.00. For the Board's review and consideration, the bid sheet is attached. The County will receive the truck two (2) to three (3) days after the vendor receives the County's Purchase Order.

FINANCIAL IMPACT AND FUNDING SOURCE:

The total cost of the truck with warranty is \$155,263.00. Funds have been previously allocated for this purchase in the County's adopted Budget (Fund 520-4-094110-812300).

RECOMMENDATION:

County Staff recommends the Board award the purchase of the truck to National Auto Fleet Group as presented.

MOTION:

"I make a Motion to award the purchase of the truck to National Auto Fleet Group as presented."

VENDOR	Type Truck	Warranty	cost of Truck	Total
Worldwide Equipment	2020 Mack	\$2,762.00	\$152,501.00	\$155,263.00
Worldwide Equipment	2021 Kenworth		\$165,651.00	\$165,651.00
VA Truck Body and Equipment	Freightliner 114SD		\$163,567.20	\$163,567.20
Nacarato Truck Center	Volvo		\$167,966.00	\$167,966.00
Excel Truck Group	Freightliner 114SD		\$156,217.00	\$156,217.00

Attachment: Copy of bid sheet (2115 : Award of Roll Off Truck Truck Purchase Approval (Staff Contact:

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 081716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CFO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

[Signature]
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC DBA National Auto Fleet Group

Authorized Signatory's Title Fleet Manager

[Signature]
VENDOR AUTHORIZED SIGNATURE

Jesse Cooper
(NAME PRINTED OR TYPED)

Executed on 11-15, 2016

NJPA Contract # 081716-NAF

Attachment: Acceptance and Award-National Auto 081716 (2115 : Award of Roll Off Truck Purchase Approval (Staff Contact: Connie M.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson)		
Staff Contact(s):	Connie M. Gibson		
Agenda Date:	August 18, 2020	Item Number:	7.h
Attachment(s):	Copy of bid sheet IFB 20-07-02 Roll off Truck 2021		
Reviewed By:			

SUMMARY:

Due to extra COVID time, vacation, and sick leave, the County is short of Solid Waste driver. Accordingly, County Staff recently received approval to hire another Solid Waste driver. The County's Solid Waste Department needs to purchase a roll off truck ("truck") as soon as possible for this driver. Accordingly, the County issued the attached IFB for said truck and received the attached bids; however, the County learned that the earliest the truck can be delivered is 135 days. Therefore, as authorized by Virginia Code § 2.2-4319, because the County needs immediate delivery of the truck and does not want to continue to utilize the aged truck for nearly five (5) months due to mounting maintenance costs and issues, County Staff recommends/requests the Board to reject all bids.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

As authorized by Virginia Code § 2.2-4319, County Staff recommends the Board reject all bids for the truck.

MOTION:

"As authorized by Virginia Code § 2.2-4319, I make a Motion to reject all bids for the truck."

VENDOR	Type Truck	Warranty	cost of Truck	Total
Worldwide Equipment	2020 Mack	\$2,762.00	\$152,501.00	\$155,263.00
Worldwide Equipment	2021 Kenworth		\$165,651.00	\$165,651.00
VA Truck Body and Equipment	Freightliner 114SD		\$163,567.20	\$163,567.20
Nacarato Truck Center	Volvo		\$167,966.00	\$167,966.00
Excel Truck Group	Freightliner 114SD		\$156,217.00	\$156,217.00

Attachment: Copy of bid sheet (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M.



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

INVITATION TO BID

ROLL OFF TRUCK – COMPLETE UNIT

IFB # 20-07-02

July 2, 2020

**CONTACTS: CONNIE GIBSON, PURCHASING MANAGER
(434) 432-7744**

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

**Pittsylvania County Board of Supervisors
Roll Off Truck - Complete Unit**

General Bid Instructions

- I. The County reserves the right to accept or reject any or all bids. The County reserves the right to award to other than the lowest bidder, if deemed in the best interest of the County. The County reserves the right to waive any irregularity, which is not of a substantial value to the County.
- II. All bids shall be valid for at least sixty (60) days from the bid date.
- III. All bids shall be sealed and marked on the outside of the envelope:

IFB 20-07-02– Roll-Off Truck Unit

- IV. Sealed Bids Will Be Received Until 10:00 A.M., July 30, and then publicly opened, for furnishing the following described equipment, materials, and/or services, for delivery and/or performance. Public opening will be in the conference room located at 1 Center Street, Chatham, VA 24531. Bids received after the deadline will be disqualified.
- V. All bids mailed should be addressed to:
Connie Gibson, Purchasing Manager
Pittsylvania County
Finance Department
1 Center Street – P.O. Box 426
Chatham, VA 24531
- VI. Questions concerning the specifications should be submitted in writing no later than 10:00 A.M., July 13, 2020. Questions may be mailed to Connie.gibson@pittgov.org. **Questions and responses will be posted on our website, www.pittsylvaniacountyva.gov by 4:00 P.M. July 14, 2020.** If you prefer the questions and responses by email, contact Connie Gibson at the above email address.
- VII. The bid opening will take place in the Conference Room, 1 Center Street, Chatham, Virginia at 10:00 a.m., June 30, 2020. All bidders are invited to attend. Any late bids will be returned unopened.
- VIII. Pending approval, Notice of Award will be posted on our website after the August 17, 2020 Board of Supervisors meeting.

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

INVITATION FOR BID TITLE PAGE

INVITATION NUMBER: 20200623 **DATE ISSUED:** July 2, 2020

TITLE: Roll- Off Truck- Complete Unit

In Compliance with this Invitation for Bid, the named party hereby submits a bid in response to Pittsylvania County to furnish services described in this IFB. The entire bid, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the IFB, constitute the entire bid

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this IFB, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this IFB is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address of Firm:

_____ Date: _____

_____ By: _____
 (Signature in Ink by Officer of the Corporation)

_____ Name: _____

_____ (Please Print)

_____ Zip Code _____ Title: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____ State of Incorporation: _____

State Corporation Commission #: _____

Receipt of the following Addenda are acknowledged: **Attach a copy of your company's SCC Certificate and a list of officers**

Addendum No. _____, dated _____
(Please note all addenda's)

(Return this Form)

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

BID SPECIFICATIONS FOR ROLL OFF TRUCK

It shall be the intent of these specifications to describe the minimum requirements of a complete new Roll-Off Truck (including chassis, hoist frame and cover system). If vendor wishes to propose several options please submit a separate bid specifications and pricing for each. Any omission from the specifications shall not relieve bidders from the responsibility of furnishing an operational system complete and ready to operate. All equipment bid shall be manufacturer's latest models and design proven in use by municipalities.

The Bidder shall represent by his bid that all equipment to be furnished under this bid is new and unused.

It is required that the unit, as specified herein, shall be completely assembled and that all equipment, including standard and optional equipment, be installed and the unit made ready for continuous operation.

Bid prices shall include delivery to:

Pittsylvania County Landfill
382 Rainbow Lane
Dry Fork, VA 24549

The following bid specifications are the minimum acceptable specifications, based on economy and usability.

EACH BIDDER IS REQUIRED TO FILL IN EVERY BLANK. FAILURE TO DO SO CAN BE USED AS BASIS FOR REJECTION OF BID.

SPECIFICATIONS AND STANDARDS

When factory printed literature, submitted to support the bid does not indicate compliance with the specifications and your company can meet these specifications by modifications, you must so state in writing that you can meet the specifications and the necessary modifications be listed. Such writing must be submitted at bid opening time as a part of your bid. Bidders must state make and model number of the unit they are offering. Bids submitted shall be on the latest current model of equipment meeting specifications.

TRUCK CHASSIS

ITEM

VARIATION

(Check indicates compliance)

Truck Make, Model and Year: _____

Cab HSS Day Cab w/b-pillar depression or an approved equal _____

Cab Suspension Air Ride _____

Hood Tilt Construction hood with integral fenders, splash and spray control system with fender liners, in-cab _____

Engine Diesel, 400 hp or greater, 1,600 lb-ft of torque _____

Engine Electronics Vectro II (or an approved equal) _____

Engine Protection engine protection shutdown over-temperature warning system and low oil pressure _____

Air Cleaner 16" single stage air cleaner, dry type with side air intake _____

Air Intake hood mounted air intake grille _____

Radiator 1220 sq. in or more, 2 row core _____

Radiator Coolant Long life antifreeze -20 F and coolant (red with additive included) _____

Coolant Hoses silicone radiator and heater hoses _____

Fan Clutch Kysor (or an approved equal) on/off fan clutch _____

Starting Motor Delco Remy (or an approved equal) 12V 39MT starter _____

Alternator Delco Remy (or an approved equal) 12 volt, 160 amp, 39 si _____

Batteries Three (3) maintenance free 12 volt _____

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

Exhaust System	horizontal muffler with vertical pipe preferred.	_____
Exhaust Stacks	10'0" aluminized steel single stack	_____
Exhaust Features	turned out exhaust extension	_____
Exhaust Piping	Aluminized steel lower exhaust piping	_____
Exhaust Shields	Aluminum exhaust shield	_____
Fuel Filter-Primary	Davco Fuel Pro 382 (or an approved equal)	_____
Fuel Filter –Secondary	spin on secondary fuel filter	_____
Water Conditioner	spin on water filter/conditioner	_____
Air Compressor	26.5 cfm compressor	_____
Engine Brake	Jake brake required, 3 stage (or an approved equal)	_____
Oil Check & Fill	oil check & fill, required	_____
Engine Lubricant	petroleum based engine lubricant	_____
Block Coolant Heater	required	_____
Transmission	AutomaticAllisonTransmission NoSubstitute	_____
Drive Line	Calculated to torque requirements	_____
Transmission Lubricant	Synthetic transmission lubricant	_____
Cooler	Water to oil transmission cooler	_____
Front Axle	Arvin Meritor (or an approved equal) FL 941, 20,000 lbs. with power steering	_____
Front Brakes	Front-16.5 x 6 CAM type	_____
	Arvin Meritor (or an approved equal)	_____
Slack Adjusters	Automatic, front & rear required	_____

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

Power Steering	Heavy duty integral power steering gear	_____
	Right hand RAM assist	_____
Front Suspension	Multileaf front suspension, 20,000 lbs.	_____
	Turning radius, wall to wall, 94.8'	_____
Rear Axle	44,000 lb. capacity with magnetic drain plug	_____
Rear Drive Axle Ratio	road speed for 72 mph	_____
Anti-Spin Devices	full locking differential and power divider.	_____
Rear Suspension	44,000 lbs., T-ride suspension preferred, however, the County will accept 44,000 lbs., Hendrickson	_____
Rear Brakes	Rear-16.5 x 7 CAM Brake Group - Four (4) park brake chambers on tandem axles	_____
Front & Rear Axle Lubricant	Synthetic front axle lubricant	_____
Brake Control System	Meritor Wabco (or an approved equal) 4 channel ABS	_____
Cab to Axle	183" CT	_____
Frame Rails	11.81" x 4.13" x .44" straight steel rails, double frame rails required	_____
Crossmember Material	Steel intermediate and forward rear suspension crossmember material	_____
Overhang	55"	_____
Rear Frame Treatment	Straight cut-off rear crossmember	_____
Air Dryer	Meritor Wabco system saver, 1200 dryer	_____
Air Tank, Brake System	Steel air tanks	_____

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

Drain Valve	Manual pull cord on all air tanks	_____
Fuel Tank	Single, 70 gallon, left hand, 22" diameter, Aluminum	_____
Fuel Tank Straps	painted, steel	_____
Fuel Lines	Nylon	_____
Fuel Tank Cap	Non-locking	_____
Backup Alarm	Electric - required	_____
Battery Box	Right hand side behind front fender	_____
Junction Box	Body builder junction box, back of cab	_____
Battery Box Cover	Bright diamond plate	_____
Front Bumper	Three (3) pieces, steel construction	_____
	Bumper mounted standard position.	_____
Front Fender Extension	Required	_____
Towing Device	Two (2) front towing devices and two (2) rear tow hooks, frame mounted	_____
Wipers	Intermittent, electric, wiper blades	_____
Front Grille	Black molded front grille, bug screen behind grille	_____
Mirrors	Convex wide angle mirror, both sides	_____
	Down view mirror over passenger door	_____
	Heated exterior mirrors both sides	_____
Cab Interior Color Trim	Gray or approved alternate	_____
Driver's Seat	Bostrom 915E Talladega (or an approved equal) economy air suspension high back seat with adjustable headrest and double arm rest	_____

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

Passenger’s Seat	Standard bucket, heavy duty vinyl	_____
Seat Upholstery	Vinyl	_____
Air Conditioning	Integral air conditioner with heater, manual controls	_____
Instrument Panel	molded, black	_____
Center Control Console	Mounting plate only for body controls	_____
Electrical Center Outlet	Electrical prep kit for body builder	_____
Gauge Package	Driveline 6x4 Gauge Package, minimum, air, speedometer, tachometer, fuel, voltage, oil pressure, water temp and transmission temp gauges)	_____
Cruise Control	Required	_____
Information Center	In dash, driver message center	_____
Air Restriction Indicator	Graduated air restriction indicator on filter with graphic symbol in driver message center	_____
Speedometer	mph speedometer graduation	_____
Circuit Protection	Semi-auto reset type II breakers	_____
Marker Lights	5 amber	_____
Headlamps	Halogen headlamps with daytime running lights	_____
Stop & Tail Lights	Dual with integral backup lights	_____
Turn Signal Switch	Self canceling turn signal switch	_____
Instep Lamp	Instep lamp on door	_____
Radio	Factory installed, standard AM/FM Radio & CD Player	_____
Steering	Tilt and telescopic steering column	

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

	18" steering wheel	_____
Door Locks	Manual	_____
Fire Extinguisher	5 lb. ABC, dry type, rechargeable, mounted	_____
Safety Equipment	Triangle reflector kit	_____
Undercoating	Cab, required	_____
Wheels/Rim Package	Front - hub piloted disc wheels	_____
Brake Drum - Front	Cast iron front brake drum, outboard mounted	_____
Tire Package –	Michelin XZUS 2 315/80/R22.5 Steer Tires. Drive Tires can be Michelin X MULTI 11R22.5	_____
Wheel/Rim Package	Drive – hub piloted disc wheels	_____
Brake Drum – Drive	Cast iron drive brake drum, outboard mounted	_____
Tire Package – Drive	11R22.5G Michelin XDE M/S (or an approved equal)	_____
Cab Paint Color	White	_____
Chassis Paint Color	Black	_____
Parts & Service Manual	Required for truck chassis as equipped	_____
Front Axle	Set-forward steer axle and should be a 20,000 pound axle	_____
DEF tank size	13 gallon	_____

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

Warranty Package:

As provided by each component
(List by years, miles and or hours of use)

- 1. Complete truck bumper to bumper _____
(_____)
- 2. Engine & Drive Train _____
(_____)
- 3. Cab _____
(_____)
- 4. Frame & Suspension _____
(_____)
- 5. Extended Warranty: 5 Years/500,000
miles on the engine transmission and
drive train. _____

Location of factory approved dealer, where warranty and recall work would be
performed _____

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

ROLL OFF HOIST FRAME
OUTSIDE RAIL & COVER SYSTEM

SPECIFICATIONS

Minimum Standards:

<u>ITEM</u>		<u>VARIATION</u> (Check indicates compliance)
Frame	Galbreath Model U5-OR-174 or an approved equal *(Dempster hoist system not acceptable as is not compatible with existing equipment). 60,000 lb. rated (1500 Grade C Tubing) 183” cab to axle.	_____
	Contoured, fitted plastic full fenders with supporting brackets	_____
	Rear hold downs – ¾” plate steel (located for standard containers)	_____
	Hinge Shaft – 2.5” solid steel	_____
Structure	Sub frame to house all hydraulic lines (A500 Grade C Tubing) 4” O.D. outside rollers	_____
Paint	Black enamel finish	_____
Rear Bumper	Two (2) bumpers are required. An extra heavy duty one piece bumper with recessed lights and two work lights hoist to include an automatic fold up ICC bumper	_____
	Front stops – 1 ½” steel plate	_____
Manuals	Parts and service manuals required. Complete set delivered with unit.	_____
Hydraulic System	Pump: Gear type 35 G.P.M. at 1500 RPM	_____
	Air controlled hot shift, with clutch pack, direct mount, to pump	_____
	PTO over-speed to be controlled by engine electronics to include clutch pack PTO	_____

Hydraulic System	Must control engine r.p.m. with transmission engaged	_____
	Operating pressure 1850 psi	_____
	Double acting lift cylinders with 2 ½” shafts	_____
	Double acting independent working winch cylinders	_____
	50 Gal. capacity oil reservoir with shut off valve	_____
	Outside and inside air operating controls	_____
	Control Valve – 2 spool, 45 gallon capacity	_____
	Screen fill filter	_____
Cable System	Wire – EXIWRC 6 x 37 (7/8” cable) 39 ton capacity	_____
	Sheaves – Front, 10” O.D. with bronze bearings or fiber bearings	_____
	Anchor – 4 cable clamps	_____
	End – Swivel, swag or swayed for dog house style container hook	_____
Open To Box Cover System	K Pac Iron man series tarp system or an approved equal (for 30 and 40 cubic yard containers) or Pioneer Rack-N-Pinion Tarping System	_____
	The roll off hoist frame and cover system must be mounted on truck chassis and ready for use when delivered to Landfill.	_____
Other Features	Factory installed grease fittings on all working points unless equipped with non-greasable fiber bearings.	_____
	Automatic spring loaded container locking system	_____
	Hoist prop for servicing (Required)	_____
Tool Box	Aluminum, 18” deep, 18” wide, 4’ long	_____

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

Warranty Package: As provided
(List by years, miles and or hours of use)

1. Complete hoist _____
(_____)

Location of factory authorized dealer where warranty and recall work will be performed _____

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

ROLL OFF TRUCK – COMPLETE UNIT WITH CHASSIS
ROLL OFF HOIST FRAME AND COVER SYSTEM

OFFICIAL BID FORM

The bid below meets or exceeds all the specifications for the chassis, roll off hoist frame and the cover system, which by reference become a part of this bid document. Any exceptions shall be fully delineated by each unit on the attached page, listing the item and the exception taken and any descriptive information on the substitute bid.

LUMP SUM BID: \$ _____ (Complete Unit: includes roll off hoist frame, chassis and cover system)

MAKE, MODEL AND YEAR – CHASSIS: _____

MAKE, MODEL AND YEAR – ROLL OFF HOIST FRAME: _____

MAKE, MODEL AND YEAR – COVER SYSTEM: _____

DELIVERY DATE: _____
(Please provide a specific date)

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

Clarifications

1. A Pioneer Rack-N-Pinion Tarping System is an approved equal in lieu of the K Pack Iron Man.
2. Your above referenced bid spec requires an Automatic 8LL Transmission. Choices in transmissions currently are Automatic, Manual or an Automated Manual. Would you please clarify that spec? The answer will dictate which PTO to use on the hoist. Manual transmission.
2. The only air cleaner available is a Donaldson PowerCore, and is a 14" diameter. Will that be acceptable? Yes
3. Freightliner does not offer silicone hoses due to their failure rate. The standard hoses are Gates Blue Stripe. Will they be acceptable? Yes
4. The only alternator available from Freightliner is a Delco 12 Volt, 160 amp. 36SI. Is that acceptable? Yes
5. The Davco 382 fuel/water separator is not available. We have the Davco 487. Is that acceptable? Yes.
6. Will you accept a Bendix 19.0 CFM air compressor? Yes
7. Freightliner will mount the battery box on the LH side only. Is that acceptable? Yes
8. A bright diamond plate battery box cover is not available. Is that acceptable? Yes
9. The bumper is one (1) piece only. Is that acceptable? Yes
10. The specified Michelin XDE M+S is no longer available. Can you provide an acceptable alternative? Michelin XZUS 2 315/80/R22.5 Steer Tires. Drive Tires can be Michelin X MULTI 11R22.5
11. There is no mention in the spec as to the front axle configuration. Do you want a set-forward front axle configuration, or a set-back configuration? Set-forward steer axle and should be a 20,000 pound axle.
12. Also, there is no mention of a DEF tank size. We offer 6, 13, and 23 gallon options. Which of these is acceptable (all are LH mounted)? 13 Gallon.

SPECIAL TERMS AND CONDITIONS

Availability of Funds: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available “subject to appropriation” by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 Code of Virginia.

Precedence of Terms: The General Terms and Conditions shall apply in all instances. In the event of a conflict between any of the General Terms and Conditions and any Special Terms and Conditions, the Special Terms and Conditions shall apply

Identification of Bid Envelope: The signed bid should be returned in an envelope or package, sealed and identified with the Bidder’s Name, Solicitation Number and Due Date and Time. Prices or changes shown on the outside of an envelope is not acceptable and will not be considered. **Late Bids:** To be considered for selection, bids must be received by Central Purchasing (or designated issuing office) by the designated date and hour. The official time used in the receipt of bids is that time on the computer in the Central Purchasing Office. Bids received in Central Purchasing after the date and hour designated shall be ruled non-responsive and will not be considered. The County is not responsible for delays in the delivery of mail by the U. S. Postal Service, private courier, or the Inter-Departmental County Mail System. It is the sole responsibility of the bidder to ensure that its bid reaches Central Purchasing by the designated date and hour. If the County is closed for business at the time scheduled for a sealed bid opening, the bids will be accepted and opened on the next business day of the County, at the originally scheduled hour.

Award: An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on grand total. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. for prompt payment will not be considered in making awards. The County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

Award Notices: Awards or Decision’s to Award shall be posted on the public posting board in Central Purchasing and on the Pittsylvania County’s website, www.pittsylvaniacountyva.org

Indemnification: Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using

agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

Bid Acceptance Period: Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS
PURCHASING DEPARTMENT**

**GENERAL CONDITIONS AND INSTRUCTIONS TO
BIDDERS/OFFERORS**

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

- (1) During the performance of this contract, the contractor agrees as follows:
- A. **Nondiscrimination Clause:** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. **Equal Opportunity Employer:** The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- (2) **Subcontractors:** The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- (3) **Drug Free Workplace –** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.
3. **Tax Exemption:**
The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.
4. **Modifications, Additions, or Changes:**
Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.
5. **Delivery Point:**
Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.
6. **Transportation and Packaging:**

- The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.
7. Evaluation of Bid Documents:
 If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.
8. Default:
 In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.
9. Anti-Collusion Certification:
 The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.
10. Kickbacks:
 The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or

promised, unless consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the party of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))

- Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.
15. Invoices/Billing Process:
Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.
16. Discounts:
All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.
17. Hold Harmless:
The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.
18. Warranty:
The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.
19. Contractual Intent
Upon successful award of this bid by the County, it is the County's intent

to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a “Standard Contract for Services” with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker’s Compensation, Employer’s Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

STATEMENT OF DISCLAIMER

RE: _____ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

Attachment: IFB 20-07-02 Roll off Truck 2021 (2114 : Roll Off Truck IFB Rejection Approval (Staff Contact: Connie M. Gibson))



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Proclamation: Pet Center Recognition (Staff Contact: Kaylyn M. McCluster)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	August 18, 2020	Item Number:	7.i
Attachment(s):	08-18-2020 Pet Center Recognition		
Reviewed By:	VH		

SUMMARY:

The County's Pet Center ("Pet Center") has continuously looked for ways to improve its operations and fundraising opportunities, and it has received numerous Grants and donations to that end. On August 5, 2020, the Virginia Association of Counties ("VACo") announced twenty-one (21) recipients of the 2020 VACo Achievement Awards recognizing excellence in local government programs. The Pet Center was the recipient of two (2) Achievement Awards for the Doggie Bag Thrift Store and the Regional Pet Food Pantry, which made it the first two (2)-time winners for the County. Many thanks and congratulations are sent to the Pet Center Staff for these great and important accomplishments.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board approve the Proclamation as presented.

MOTION:

"I make a Motion to approve the Proclamation as presented."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

PET CENTER PROCLAMATION

WHEREAS, the Pittsylvania County Pet Center (“Pet Center”) has continuously looked for ways to improve their operations and fundraising opportunities; and

WHEREAS, there has been numerous Grants and donations given to the Pet Center; and

WHEREAS, there was a \$10,000 Grant received from the Petco Foundation to help with COVID-19 related adoptions, transfers, and the food pantry; and

WHEREAS, there were sixty-six (66) pallets of food donated from the Greater Good Charity that totaled \$103,000 in value; and

WHEREAS, the Pet Center received \$298,000 of cash and in-kind donations this year; and

WHEREAS, on August 5, 2020, the Virginia Association of Counties (VACo) announced the twenty-one (21) recipients of the 2020 Achievement Awards, which recognize excellence in local government programs; and

WHEREAS, VACo received a total of seventy-six (76) submissions; and

WHEREAS, winning entries focused on addressing issues of inclusion, belonging, and reconciliation that challenge counties today; and

WHEREAS, the Pet Center was the recipient of two (2) Achievement Awards for the Doggie Bag Thrift Store and the Regional Pet Food Pantry, which made them the first two (2)-time winners for the County; and

WHEREAS, this Board thanks the Pet Center for their hard work and impressive results thus far.

THEREFORE, BE IT HEREBY RESOLVED, that a copy of this Proclamation be presented to the Pet Center and be made part of the County’s permanent record.

Given under my hand this 18th day of August, 2020.

Robert (“Bob”) W. Warren, Chairman
Pittsylvania County Board of Supervisors

ATTEST:

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors

Attachment: 08-18-2020 Pet Center Recognition (2132 : Proclamation: Pet Center Recognition (Staff Contact: Kaylyn M. McCluster))



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Revised Local Emergency Declaration Approval (Staff Contact: David M. Smitherman)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	August 18, 2020	Item Number:	7.j
Attachment(s):	08-18-2020 Revised Local Emergency Declaration		
Reviewed By:	VH		

SUMMARY:

For the Board's review and consideration, attached is a Revised Local Emergency Declaration. County Staff is requesting said revision, as authorized by State Code, *inter alia*, to allow for a temporary relaxation of the County's procurement procedures during the Local Emergency to ensure that State and Federal CARES Act Funds are able to be spent and utilized before the year-end deadline. The Declaration further details, during the Local Emergency, that the County may award contracts without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. Moreover, a written determination of the basis for the emergency and for the selection of a particular contractor/vendor shall be included in the procurement file, and the County shall issue a written notice stating that the contract is being awarded on an emergency basis. The Declaration also states, during procurement of goods, services, materials during the Local Emergency, the County will endeavor to attempt, when practicable, to "buy local." Finally, County Staff will notify the Board in advance of any procurement utilizing CARES Act Funding during the Local Emergency using the relaxed procurement standards.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board approve the Revised Local Emergency Declaration as presented.

MOTION:

"I make a Motion to approve the Revised Local Emergency Declaration as presented."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

REVISED DECLARATION OF LOCAL EMERGENCY

WHEREAS, due to the growing occurrences of COVID-19, a communicable disease that threatens the public health, Pittsylvania County, Virginia (the “County”), is facing dangerous public health and safety conditions that necessitate the proclamation of the existence of an emergency; and

WHEREAS, on March 12, 2020, Ralph S. Northam, Governor of the Commonwealth of Virginia, declared a statewide state of emergency due to COVID-19; and

WHEREAS, on March 13, 2020, Donald J. Trump, President of the United States of America, signed a Declaration of National Emergency due to COVID-19, effective March 1, 2020.

NOW THEREFORE, IT IS PROCLAIMED, under the authority of § 44-1.146.2, Code of Virginia, 1950, as amended, David M. Smitherman, County Administrator, hereby declares a Local Emergency on Tuesday, March 17, 2020, at 7 P.M., effective March 1, 2020; and

BE IT FURTHER PROCLAIMED, that during the existence of said Local Emergency, the powers, functions, and duties of Christopher C. Slemph, County Public Safety Director, shall be those prescribed by State law and the Ordinances, Resolutions, and approved plans of the County, to mitigate the effects of said Local Emergency; and

BE IT ALSO PROCLAIMED, that during the existence of said Local Emergency, per § 44-146.21(C) of the Code of Virginia, 1950, as amended, the County Administrator is directed by the Board to proceed without regard to time-consuming procedures and formalities prescribed by law (except mandatory constitutional requirements) pertaining to the performance of public work, entering into contracts, procurement, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and materials, and other expenditures of public funds, provided such funds in excess of appropriations in the current approved budget, unobligated, are available, among other emergency powers; and

BE IT ADDITIONALLY PROCLAIMED, that during the existence of said Local Emergency, for procurement regarding expenditure of CARES Act monies received by the State and/or Federal government, the County may award contracts without competitive sealed bidding or competitive negotiation; however such procurement shall be made with such competition as is practicable under the circumstances. Moreover, a written determination of the basis for the emergency and for the selection of a particular contractor/vendor shall be included in the procurement file, and the County shall issue a written notice stating that the contract is being awarded on an emergency basis; and

BE IT ALSO PROCLAIMED, that the County, during procurement of goods, services, materials during the Local Emergency, endeavors to attempt, when practicable, to “buy local;” and

BE IT FINALLY PROCLAIMED, that the Pittsylvania County Board of Supervisors hereby consents to the County Administrator's Declaration of Local Emergency.

Given under my hand this 18th day of August, 2020.

Robert ("Bob") W. Warren, Chairman
Pittsylvania County Board of Supervisors

ATTEST:

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Rezoning Case R-20-015; Joseph and Robin Motley; Banister Election District, A-1, Agricultural District, to R-1, Residential Suburban Subdivision District (Supervisor Miller)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	August 18, 2020	Item Number:	10.A.1
Attachment(s):	MOTLEY - CASE R-20-015 MOTLEY - CASE R-20-015 MAP		
Reviewed By:	VH		

SUMMARY:

In Case R-20-015, Joseph A. Motley and Robin R. Motley, Petitioners, have petitioned to rezone 4.018 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District (*to combine with their adjacent parcels of land zoned R-1*). The parcel is located on Chalk Level Road in the Banister Election District. Once the property is rezoned, all uses listed under Pittsylvania County Code § 35-222 are permitted. The Planning Commission, with no opposition, recommended granting the Petitioners' request. The County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

N/A

RECOMMENDATION:

In Case R-20-015, County Staff recommends the Board approve the Petitioners' rezoning as presented.

MOTION:

"In Case R-20-15, I make a Motion to approve the Petitioners' rezoning as presented."

Case R-20-015

MOTLEY

STAFF SUMMARY

<p><u>CASE</u> R-20-015</p>	<p><u>ZONING REQUEST</u> A-1 to R-1</p>	<p><u>CYCLE</u> August 2020</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Joseph A. Motley and Robin R. Motley are requesting to rezone the property from A-1, Agricultural District to R-1, Residential Suburban Subdivision District.</p> <p>DISTRICT: Banister</p>	<p>PLANNING COMMISSION: August 4, 2020</p> <p>BOARD OF SUPERVISORS: August 18, 2020</p> <p>ADVERTISED: July 22 & 29, 2020</p> <p>REVIEWED BY: ESh</p>	

SUBJECT

Joseph A. Motley and Robin R. Motley petitioned the Planning Commission/Board of Supervisors on June 25, 2020, to rezone from A-1, Agricultural District to R-1, Residential Suburban Subdivision District on 4.018 acres, located on State Road 685/Chalk Level Road, in the Banister Election District. The parcel is shown on our records as part of GPIN # 2436-59-1635 (part of 84.84 acres).

BACKGROUND/DISCUSSION

Joseph and Robin Motley are requesting to rezone 4.018 acres of a larger 84.84-acre tract from A-1, Agricultural District to R-1, Residential Suburban Subdivision District so that property lines may be adjusted. The applicants are proposing to consolidate the subject property with three (3) adjacent parcels fronting State Road 685/Chalk Level Road that are currently zoned R-1, Residential Suburban Subdivision District. All properties must share the same zoning classification to be consolidated, requiring the subject property to be rezoned prior to consolidation.

A plat titled *Joseph A. Motley & Robin R. Motley* has been submitted with the application to identify the area where zoning changes are necessary and to present the proposed property line adjustments. The subject property and three (3) adjacent properties are currently vacant.

Once the property is rezoned to R-1, all uses listed under Section 35-222 are a permitted use.

DIRECTIONS

See Map Quest directions. The petitioned parcel is located across the highway from 3309 Chalk Level Road, Chatham, VA 24531.

SURROUNDING LAND USE AND ZONING DISTRICTS

Adjacent to A-1, Agricultural District and R-1, Residential Suburban Subdivision District zoned properties. The Comprehensive Plan identifies the surrounding area as A-1, Agricultural District, R-1, Residential Suburban Subdivision District, and B-1, Business District, Limited.

SITE DEVELOPMENT PLAN

N/A

Attachment: MOTLEY - CASE R-20-015 (2122 : Public Hearing: Rezoning Case R-20-015 Joseph & Robin Motley)

RECOMMENDATION

Staff recommends APPROVAL of Case R-20-015, submitted by Joseph and Robin Motley, requesting to rezone 4.018 acres, located on State Road 685/Chalk Level Road, in the Banister Election District, shown on our records as part of GPIN # 2436-59-1635, to allow the property lines to be adjusted.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-20-015 as submitted.
2. Recommend approval of Case R-20-015 subject to conditions by the Planning Commission.
3. Recommend denial of Case R-20-015 as submitted.
4. Recommend postponement of Case R-20-015 by the Planning Commission

On August 4, 2020, the Planning Commission recommended by a 7 to 0 vote (1 member, Mr. Horne, was absent), with no opposition, that the petitioners' request be granted.



- A** 53 N Main St, Chatham, VA 24531
- B** 3309 Chalk Level Rd, Chatham, VA 24531

8 min , 3.6 mile
 Light traff
 Via Hurt St, Chalk Level F
 · Local roac

THE PETITIONED PARCEL IS LOCATED ACROSS THE HIGHWAY FROM THIS SITE ADDRESS.

- A** 53 N Main St, Chatham, VA 24531

↑	1. Head northeast on US-29 BR toward Lanier Ave	0.4 mi
↗	2. Bear right onto Hurt St	0.5 mi
↑	3. Road name changes to Chalk Level Rd	2.7 mi
	Arrive at Chalk Level Rd 4. The last intersection is Motley Rd If you reach Mill Creek Rd, you've gone too far	

- B** 3309 Chalk Level Rd, Chatham, VA 24531

Attachment: MOTLEY - CASE R-20-015 (2122 : Public Hearing: Rezoning Case R-20-015 Joseph & Robin Motley)

June 25, 2020

Mrs. Emily Ragsdale
Director of Community Development
P. O. Box 426
Chatham, VA 24531

Dear Mrs. Ragsdale:

We, Joseph A. Motley and Robin R. Motley, as Owners, would like to apply to the Planning Commission/Board of Supervisors to rezone 4.018 acres, located on State Road 685/Chalk Level Road, in the Banister Election District from A-1, Agricultural District to R-1, Residential Suburban Subdivision District. The property is shown on the records as part of GPIN # 2436-59-1635.

We would like to rezone the property to combine with our adjacent parcels of land zoned R-1.

Sincerely,


Joseph A. Motley

PITTSYLVANIA COUNTY
APPLICATION FOR REZONING

We, Joseph A. Motley & Robin R. Motley, as Owners of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Names: Joseph A. Motley & Robin R. Motley
Address: 3309 Chalk Level Road, Chatham, VA 24531

2. Location of Property: on State Road 685/Chalk Level Road

Telephone: (434) 251-5889
(Joseph Motley)

3. Tax Map Number: Part of 2436-59-1635 (73569)

Total Amount: \$ 179.50
Taken By: KNB

OK 70'

4. Election District: Banister

5. Size of Property: 4.018 Acres (part of 84.84 Acres)

6. Existing Land Use: Vacant

Existing Zoning: A-1, Agricultural District

7. Proposed Land Use: To combine with their adjacent parcels of land zoned R-1

Proposed Zoning: R-1, Residential Suburban Subdivision District

TREASURER OF PITTSYLVANIA COUNTY
PAID JUN 29 2020

8. Are conditions being proffered: Yes X No

9. Check completed items:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Letter of Application | <input type="checkbox"/> Site Development Plan or Waiver | <input checked="" type="checkbox"/> Legal Forms |
| <input type="checkbox"/> 11"x 17" Concept Plan | <input checked="" type="checkbox"/> Application Fee | <input checked="" type="checkbox"/> List of Adjoining Properties |
| <input checked="" type="checkbox"/> Plat Map | <input checked="" type="checkbox"/> Copy of Deed | <input type="checkbox"/> Copy of Deed Restrictions
Or Covenants |

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.


Joseph A. Motley

OFFICE USE ONLY
Application Deadline: 06/25/20
Received By: ESR
B.O.S. Meeting Date: 08/18/20

Application No. R-20-015
P.C. Meeting Date: 08/04/20
Date Received: 06/25/20
Action: _____

Attachment: MOTLEY - CASE R-20-015 (2122 : Public Hearing: Rezoning Case R-20-015 Joseph & Robin Motley)

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

A 4.018 acre parcel of land, (part of 84.84 acres),)
generally located on State Road 685/Chalk Level Road)
within the Banister) **PETITION**
Election District, and recorded as)
part of parcel # 2436-59-1635)
in the Pittsylvania County tax records)

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioners, Joseph A. Motley and Robin R. Motley, respectfully file this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioners are the Owners of the above-referenced parcel of land, or are filing with the owner's consent.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as A-1, Agricultural District.
- (3) Your petitioners now desire to have the property rezoned to R-1, Residential Suburban Subdivision District, to combine with their adjacent parcels of land zoned R-1.

WHEREFORE, your Petitioners respectfully request that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcel of land be rezoned as set out in Number 3.

FURTHER, your Petitioners respectfully request that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,


Joseph A. Motley

Attachment: MOTLEY - CASE R-20-015 (2122 : Public Hearing: Rezoning Case R-20-015 Joseph & Robin Motley)



OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R-20-015 Applicant [Signature] Date 6-25-20

Attachment: MOTLEY - CASE R-20-015 (2122 : Public Hearing: Rezoning Case R-20-015 Joseph & Robin Motley)

ADJACENT PROPERTY OWNERS

Adjacent property owners are mailed a notice of the request. Please provide each owner's name and mailing address plus zip code for every Property adjacent to the site and directly across from any public right-of-way adjoining this site. Names and addresses are available in the County Tax Commissioners office in the Courthouse.

Tax Map Number: 2436-59-1635 (73569)

Name: Mary W. East & Barbara W. Norcutt
Tax Map Number: 2437-20-0763 (245389)

Address: 4430 Chalk Level Road
Chatham, VA 24531

Name: Joseph A. Motley & Robin R. Motley
Tax Map Number: 2437-40-2690, 2437-40-4616, 2437-60-3138,
2436-49-1182, 2436-49-1264, 2436-49-1347, 2436-49-1439,
2436-49-1612, 2436-49-1704 (73569) (134864)

Address: Same As Applicant

Name: Motley Dairy, Inc.
Tax Map Number: 2436-48-1837, 2436-29-8749 (129860)

Address: Same As Applicant

Name: Mark Dove Tucker & Amy Hankins Tucker
Tax Map Number: 2436-69-8166 (17537)

Address: 472 Emery Road
Chatham, VA 24531

Name: Deborah Kay Hearn
Tax Map Number: 2436-68-1787 (122795)

Address: 525 Motley Road
Chatham, VA 24531

Name: Warren Scott Hearn
Tax Map Number: 2436-58-9698 (140818)

Address: 525 Motley Road
Chatham, VA 24531

Name: James T. Motley & Louise M. Motley
Tax Map Number: 2436-67-5325 (9321)

Address: 9789 Chalk Level Road
Chatham, VA 24531

APPROVED BY: _____
 PITTSYLVANIA CO. SUBMISSION 4267

DATE: _____



LEGEND

- IRS IRON ROD SET
- ▲ COMPUTED POINT
- PARCEL ID NUMBER
- TELEPHONE PEDESTAL
- R/W RIGHT-OF-WAY
- LOT LINES TO BE VACATED

PLAT NORTH
 HWY. PC. 13, PAGES 160-181

CRANE SURVEYING PLLC
 113 TALBOTT DRIVE DANVILLE, VA 24040

THIS BOUNDARY SURVEY IS BASED ON A CURRENT FIELD SURVEY. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY. THIS PROPERTY IS NOT LOCATED WITHIN A F.E.M.A. DEFINED FLOOD HAZARD ZONE AS OF 9-29-2010. SEE COMMUNITY PANEL 5114300406E. THIS PLAT IS SUBJECT TO ANY EASEMENTS, AGREEMENTS OR RIGHTS-RESERVED BY ANY PARTY THAT MAY BE IDENTIFIED HEREIN AND WHICH WERE NOT VISIBLE AT THE TIME OF MY INSPECTION.

PITTSYLVANIA COUNTY VIRGINIA

SITUATED IN
 CHATHAM MAGISTERIAL DISTRICT
 BEING PINS : 2436-46-1436,
 2436-49-1812, 2436-49-1704,
 & PT. PIN 2436-59-1635

PLAT OF SURVEY SHOWING
 CHANGE IN LOT LINES
 CREATING TRACT 6A
 FOR :

**JOSEPH A. MOTLEY &
 ROBIN R. MOTLEY**

DATE : MAY 28, 2020

SCALE : 1"=100'

FILE: 200650

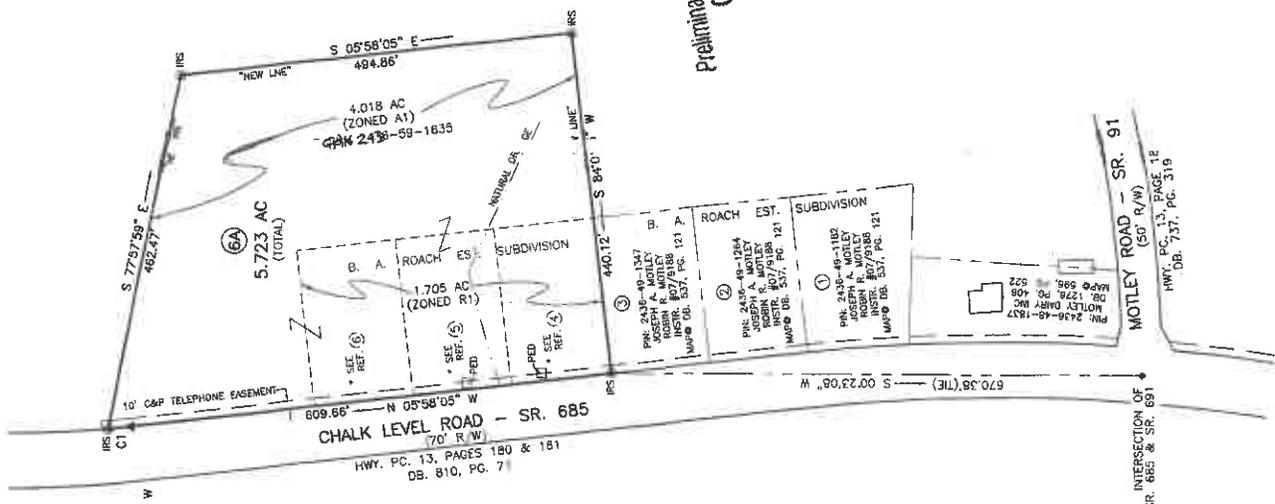


CI
 A=27.91'
 B=1362.39'
 C=27.91'

- REF. 6 PIN: 2436-49-1704
INSTR. #07/8180
MAP# DB. 537, PG. 121
- REF. 5 PIN: 2436-49-1612
INSTR. #07/8185
MAP# DB. 537, PG. 121
- REF. 4 PIN: 2436-49-1439
INSTR. #07/8185
MAP# DB. 537, PG. 121

PIN: 2436-59-1635
 JOSEPH A. MOTLEY
 ROBIN R. MOTLEY
 INSTR. #07/8186

Preliminary Plat, Not For Recordation,
 Conveyances or Sales



VIRGINIA:

BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY

A <u>4.018 acre parcel of land,</u>)	
located <u>on State Road 685/Chalk Level Road</u>)	RECOMMENDATION
within the <u>Banister</u>)	(R-20-015)
Election District and recorded as)	
part of parcel # <u>2436-59-1635</u>)	
in the Pittsylvania County tax records)	

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

WHEREAS, your Petitioners, Joseph A. Motley and Robin R. Motley, have filed with the Secretary to the Planning Commission a petition to rezone 4.018 acres from A-1, Agricultural District, to R-1, Residential Suburban Subdivision District, to combine with their adjacent parcels of land zoned R-1.

WHEREAS, the petition was referred to the Planning Commission which, after due legal notice as required by Section 15.2-2204 of the Code of Virginia, as amended, did hold a public hearing on August 4, 2020; and

WHEREAS, at that public hearing all parties in interest were afforded an opportunity to be heard; and

WHEREAS, the Planning Commission, after due consideration has recommended to the Pittsylvania County Board of Supervisors that the rezoning be **granted**.

NOW, THEREFORE BE IT RESOLVED that the Planning Commission recommends to the Pittsylvania County Board of Supervisors that the above-referenced parcel of land be rezoned to R-1, Residential Suburban Subdivision District from A-1, Agricultural District.

The above action was adopted on motion of Mrs. Henderson and upon the following recorded vote:

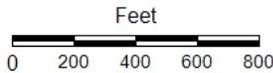
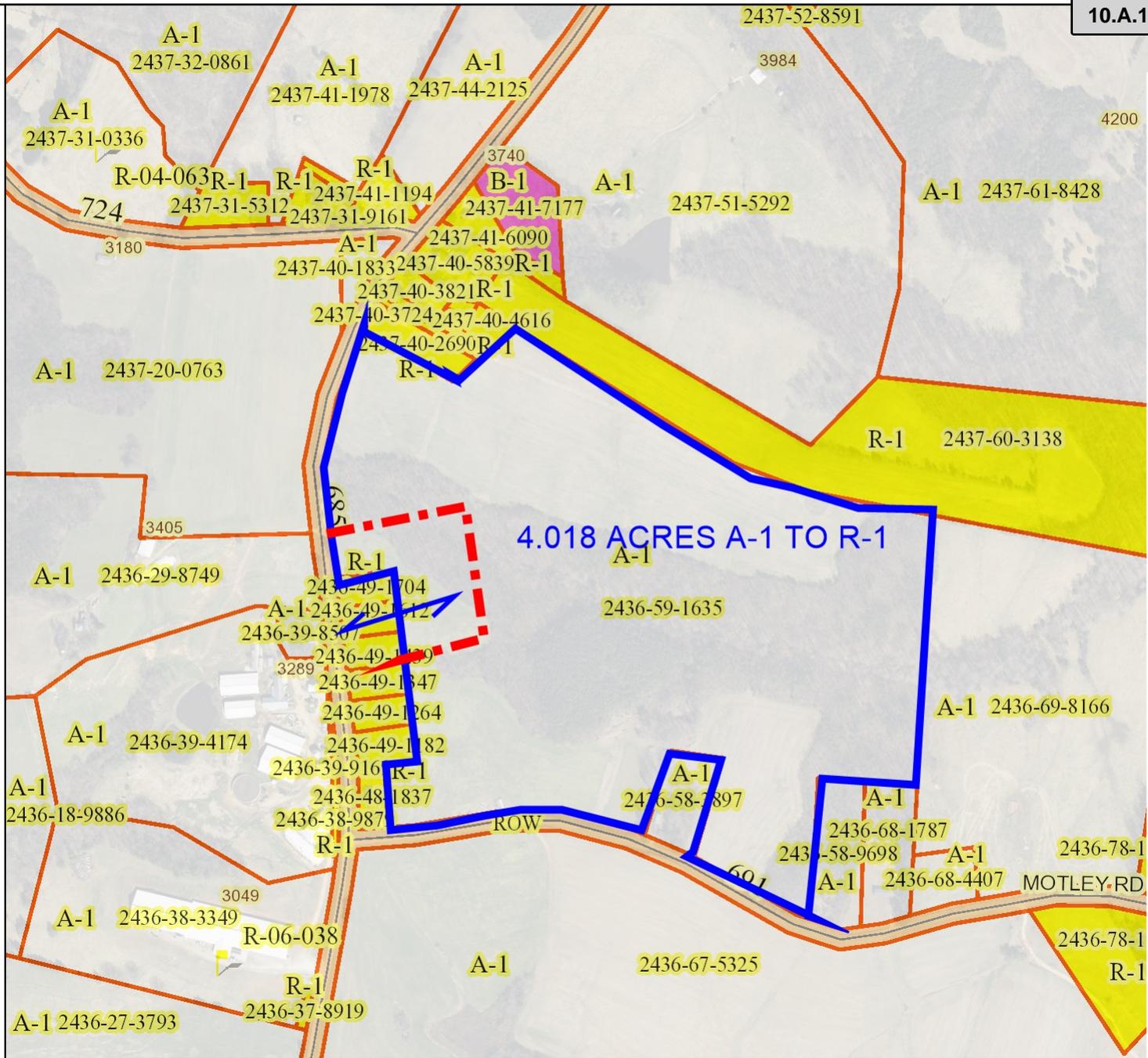
- AYES: 7**
- NAYS: 0**
- ABSENT: 1**
- ABSTAIN: 0**

Richard G. Motley, Chairman
Planning Commission
08-04-20
Date

Attachment: MOTLEY - CASE R-20-015 (2122 : Public Hearing: Rezoning Case R-20-015 Joseph & Robin Motley)

Legend

- ▣ Assessed Parcels
- ▣ Parcel ID Number
- Route Numbers
- ▣ Appeals
- ▣ Rezoning
- ▣ Signs
- ▣ Special Uses
- ▣ Variances
- Zoning**
- ▣ Unknown
- ▣ A-1 = Agricultural District
- ▣ B-1 = Business District, Limited
- ▣ B-2 = Business District, General
- ▣ C-1 = Conservation District
- ▣ DZ = Double Zoned Parcels
- ▣ M-1 = Industrial District, Light Industry
- ▣ M-2 = Industrial District, Heavy Industry
- ▣ MHP = Residential Manuf. Housing Park District
- ▣ R-1 = Residential Suburban Subdivision District
- ▣ RC-1 = Residential Combined Subdivision District
- ▣ RE = Residential Estates District
- ▣ RMF = Residential Multi-Family Subdivision District
- ▣ RPD = Residential Planned Development District
- ▣ TZ = Town Zoning
- ▣ UK = Unknown
- ▣ County Boundary



Title: MOTLEY - CASE R-20-015

Date: 6/30/2020

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.

Attachment: MOTLEY - CASE R-20-015 MAP (2122 : Public Hearing: Rezoning Case R-20-015 Joseph &



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Hope Ministries Tax Exemptions (Staff Contact: Robin C. Goard)		
Staff Contact(s):	Robin C. Goard		
Agenda Date:	August 18, 2020	Item Number:	10.B.1
Attachment(s):	08-18-2020 Public Hearing Notice - Tax Exemption Hope Center Ministries Inc Hope Center Ministries PH attachments		
Reviewed By:	<i>RG</i>		

SUMMARY:

Hope Ministries filed applications for potential tax exemptions on tangible personal property and real estate consisting of Parcel # 1346-74-9460, a 2006 Ford Focus, and a 1998 Ford Club Wagon. Said applications were submitted to the Commissioner of Revenue's Office, forwarded to the Board, and duly advertised for a Public Hearing to potentially grant said tax exemptions and revise Pittsylvania County Code ("PCC") § 6-6.3 accordingly.

FINANCIAL IMPACT AND FUNDING SOURCE:

If Hope Ministries' exemption applications are approved, the Honorable Robin Goard has submitted the annual County loss of revenue as \$2,032.62.

RECOMMENDATION:

County Staff forwards this matter to the Board for its consideration.

MOTION:

For the Board's consideration.

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, August 18, 2020, at 7:00 p.m., in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531, to receive citizen input on a proposed amendment to Chapter 6-6.3, Property Exempt by Classification or Designation, of the Pittsylvania County Code (“PCC”), to include tangible personal property for Hope Center Ministries, Inc. The full text of the potential PCC Code Amendment and related documents are available in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., and on the County’s website, www.pittsylvaniacountyva.gov.



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
robin.goard@pittgov.org

Robin Coles-Goard
Commissioner

June 17, 2020

J. Vaden Hunt, Esq.
Pittsylvania County Attorney
PO Box 426
Chatham VA 24531

RE: TAX EXEMPTION APPLICATION HOPE CENTER MINISTRIES INC

Dear Mr. Hunt:

For your review, I have enclosed the Application for Real Estate/Personal Property Tax Exemption by Qualifying Classification or Designation for the Hope Center Ministries Inc. Pursuant to Code of Virginia §58.1-361, the organization is requesting tax exemption by Designation for the real estate and personal property owned.

We have reviewed the application and completed the worksheet for exempt revenue projection based on the current real estate and personal property tax rates.

Should you need further information please feel free to contact this office. Once we are advised of the Board of Supervisor's action on this application, we will take the appropriate action.

Regards,

Robin C. Goard
Commissioner of the Revenue

Enclosure: Application for Exemption

RGC/tc

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))



PITTSYLVANIA COUNTY, VIRGINIA
 ROBIN C. GOARD, COMMISSIONER OF THE REVENUE
 PO Box 272 Chatham, VA 24531
 Phone: 434-432-7940 Fax: 434-432-7957
 Email: robin.goard@pittgov.org
 Website: www.pittsylvaniacountyva.gov



**REAL ESTATE/PERSONAL PROPERTY TAX EXEMPTION
 WORKSHEET FOR EXEMPT REVENUE**
 (TO BE COMPLETED BY COMMISSIONER OF THE REVENUE OFFICE)

APPLICANT: HOPE CENTER MINISTRIES

REAL ESTATE :

REQUESTED PARCEL ID(S)	ASSESSED VALUE	LEVY
1346-74-9460	321,600	\$1003.92
_____	_____	_____
_____	_____	_____
_____	_____	_____

PERSONAL PROPERTY:

DESCRIPTION OF PROPERTY	ASSESSED VALUE	LEVY
2006 FORD FOCUS	330	\$29.70
1998 FORD CLUB WAGON	100	\$9.00
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL LOSS OF REVENUE IF EXEMPT: \$2032.62

Date of public hearing: _____ Approved or Disapproved: _____

Effective Date of exemption: _____ Signature of County Official: _____

If approved, exemption granted only for above listed items. Any changes to property must be reported to the County for an addendum to the adopted ordinance.

(Please submit copy to Commissioner of the Revenue after public hearing and Board of Supervisor action taken)

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))



PITTSYLVANIA COUNTY, VIRGINIA
Robin Goard, Commissioner of the Revenue
PO Box 272 Chatham, VA 24531
Phone: 434-432-7940 Fax: 434-432-7957
Email:
Website: www.pittsylvaniacountyva.gov



APPLICATION FOR REAL ESTATE-PERSONAL PROPERTY EXEMPTION
BY QUALIFYING CLASSIFICATION OR DESIGNATION

(FOR ANY ANSWERS THAT REQUIRE MORE SPACE, PLEASE INCLUDE ATTACHMENTS)

APPLICATION FOR: REAL ESTATE [] PERSONAL PROPERTY [] BOTH [X]

TAX PARCEL ID# 1346-74-9460 (IF REAL ESTATE) ACREAGE: 5.95

APPLICANT ORGANIZATION: HOPE CENTER MINISTRIES, INC.

MAILING ADDRESS: PO Box 641 (STREET) BETHANY, OK 73008 CITY, STATE, ZIP

FEDERAL ID#: 20-8934436

PROPERTY ADDRESS: 1070 Mountain Run Rd., Cascade, VA 24069 (REAL ESTATE) HAWKINS SUBD tract 6

LEGAL DESCRIPTION OF PROPERTY: Single family home used as residential recovery program (REAL ESTATE) faith based.

PERSONAL PROPERTY: ATTACH A SCHEDULE SHOWING ALL PERSONAL PROPERTY FOR WHICH EXEMPTION IS REQUESTED. SCHEDULE MUST INCLUDE VEHICLE IDENTIFICATION NUMBERS AS WELL AS A COMPLETE DESCRIPTION. NOTE: IF EXEMPTION APPROVED AND ADDITIONAL PROPERTY OBTAINED, A NEW LIST MUST BE FILED WITH THE COUNTY ADMINISTRATION REQUESTING THE ADDITIONAL PROPERTY BE INCLUDED IN THE EXEMPTION ORDINANCE.

PLEASE ANSWER THE FOLLOWING QUESTIONS REGARDING THE ORGANIZATION:

- 1. INDICATE THE TYPE OF EXEMPTION DESIRED: CLASSIFICATION: DESIGNATION: X
2. IS THE PROPERTY OWNERSHIP CHARTERED OR INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF VIRGINIA? YES NO X (IF YES, ATTACH A COPY OF THE CHARTER)
3. FOR WHAT PURPOSE IS THE OWNERSHIP CHARTERED, INCORPORATED OR OTHERWISE IN EXISTANCE? 8 to 12 months in house, Christian based discipleship program for men + women suffering from alcohol and drug addiction.
4. FOR WHAT PURPOSE IS THE PROPERTY BEING USED? PLEASE BE SPECIFIC AND INCLUDE USE OF ACREAGE, IF APPLICABLE. IF THERE ARE SEVERAL TYPES OF USE, INDICATE SUCH USAGES BY ACRES OF THE BUILDING, FLOOR LOCATIONS AND LAND ALLOCATIONS.

Table with 3 columns: ACREAGE/PORTION, DESCRIPTION OF USE, BEGINNING DATE. Row 1: House + 5.95 Acres, all the property is used to house women, provide bible studies, drug + alcohol program and for their recovery, 5/18/2019. Row 2: mental, recreation & physical health.

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Continued

Applicant: Hope Center Ministries

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

5. DOES ANY OTHER INDIVIDUAL, ORGANIZATION, ASSOCIATION OR CORPORATION OCCUPY OR USE ANY PART OF THE PREMISES? YES _____ NO X

IF YES, PLEASE GIVE DETAIL: (HOW OFTEN, WHAT PART OF THE BUILDING OR PROPERTY, NAME OF ORGANIZATION)

6. IS ANY INCOME, BE IT EARNST MONEY OR IN KIND SERVICES, RECEIVED FROM THE USE OF ANY PORTION OF THE PROPERTY BY OTHER INDIVIDUALS OR GROUPS, WHETHER CONSIDERED AS RENT OR REIMBURSEMENT FOR NECESSARY EXPENSED FOR SERVICES INCURRED? YES _____ NO X

IF YES, PLEASE GIVE DETAIL:

7. DOES YOUR OWNERSHIP GROUP HAVE AN EXEMPTION UNDER U.S. INTERNAL REVENUE CODE SO THAT GIFTS TO YOUR GROUP ARE DEDUCTIBLE BY THE DONOR? YES X NO _____

(A) IF YES, GIVE DATE OF INTERNAL REVENUE RULING: 9-19-2007

(B) GIVE INTERNAL REVENUE IDENTIFICATION NUMBER: 80-8934436

8. HAS THE ABC BOARD ISSUED A CURRENT ANNUAL ALCOHOL BEVERAGE LICENSE FOR SERVING ALCOHOL BEVERAGES TO THE ORGANIZATION FOR USE ON THE PROPERTY FOR WHICH TAX EXEMPTION IS SOUGHT? YES _____ NO X

9. DOES ANY DIRECTOR, OFFICER, OR EMPLOYEE OF THE ORGANIZATION RECEIVE COMPENSATION IN EXCESS OF A REASONABLE ALLOWANCE FOR SALARIES OR OTHER COMPENSATION FOR PERSONAL SERVICES WHICH SUCH DIRECTOR, OFFICER, OR EMPLOYEE ACTUALLY RENDERS? YES _____ NO X

10. DOES THE ACTIVITIES OF THE ORGANIZATION INVOLVE CARRYING ON PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION AND DOES THE ORGANIZATION PARTICIPATE IN OR INTERVENE IN ANY POLITICAL CAMPAIGN ON BEHALF OF ANY CANDIDATE FOR PUBLIC OFFICE? YES _____ NO X

11. REQUIRED DOCUMENTATION

✓(A) ATTACH TO THIS APPLICATION YOUR MOST RECENT FINANCIAL STATEMENT, INCLUDING, WHERE APPLICABLE, IRS FORMS 900; 990; 990EZ; 990T; REFLECTING INCOME AND EXPENDITURES FOR THE MOST CURRENT TWELVE (12) MONTH REPORTING PERIOD, WHICH STATEMENT WILL BECOME A PART OF THIS APPLICATION. THE ATTACHED FINANCIAL STATEMENT IS FOR THE PERIOD FROM Jan 18 TO DEC 2018.

✓(B) ATTACH A COPY OF SAID ORGANIZATION'S IRS SECTION 501 (C) (3) STATUS CERTIFICATION OR DOCUMENTATION.

✓(C) ATTACH A COPY OF THE ORGANIZATION'S CONSTITUTION, BY-LAWS, ARTICLES OF INCORPORATION, AND/OR OTHER RELATED DOCUMENTS.

✓(D) ATTACH A LIST REFLECTING THE NAMES OF ALL TRUSTEES OR CORPORATE/ORGANIZATION OFFICERS, THE DATE APPOINTED OR ELECTED, AND THE COURT IN WHICH THEY QUALIFIED OR IDENTIFY THE INSTRUMENT IN WHICH THEY WERE OFFICIALLY APPOINTED.

Continued

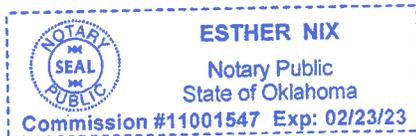
Applicant: Ham

- (E) IF INVESTMENTS, SUCH AS STOCKS OR BONDS, ARE REFLECTED ON THE FINANCIAL STATEMENT, ATTACH A LIST OF ALL SUCH INVESTMENTS, INCLUDING NAME OF STOCK, DATE RECEIVED AND VALUE.
- (F) IF APPLYING FOR EXEMPTION BY DESIGNATION, YOU WILL BE RESPONSIBLE FOR THE APPLICABLE COST FOR THE PUBLICATION NOTICE AS REQUIRED UNDER VA. CODE §58.1-3651. YOU SHALL RECEIVE AN INVOICE FOLLOWING THE ADVERTISEMENT FOR EXEMPTION AND PAYMENT SHALL BE MADE TO PITTSYLVANIA COUNTY PRIOR TO BOARD CONSIDERATION. NOTE: IF PAYMENT NOT RECEIVED PRIOR TO PUBLIC HEARING APPLICATION WILL CONSIDERED WITHDRAWN.
- (G) ANY OTHER CRITERIA, FACTS AND CIRCUMSTANCES THAT THE GOVERNING BODY DEEMS PERTINENT TO THE ADOPTION OF SUCH ORDINANCE. (APPLICANT WILL BE NOTIFIED IF NEEDED).

APPLICATION COMPLETED BY: Dorothy Parker
 TITLE: financial DATE SUBMITTED: 5/6/2020
 CONTACT PERSON: Dorothy Parker TELEPHONE NUMBER: 9312969711

I, Dorothy Parker, AN APPOINTED OR ELECTED TRUSTEE/OFFICER FOR THE ABOVE NAMED ORGANIZATION, CERTIFY UNDER PENALTY OF LAW THAT THIS APPLICATION AND ALL ATTACHMENTS HERETO HAVE BEEN EXAMINED BY ME AND ALL INFORMATION IS TRUE AND CORRECT.

SIGNATURE OF TRUSTEE/OFFICER: [Signature]
 TITLE: financial secretary DATE: 5/6/2020
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 6 DAY OF May 2020
 NOTARY PUBLIC: Esther Nix
 MY COMMISSION EXPIRES: 2-23-23



Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

SOUTHERN VIRGINIA SETTLEMENTS, LLC

25 W. CHURCH STREET • P.O. BOX 669

MARTINSVILLE, VIRGINIA 24114

TELEPHONE: 276-632-2145

FAX: 276-632-3564

May 10, 2019

Hope Center Ministries, Inc.
1510 Clydeton Road
Waverly, TN. 37185

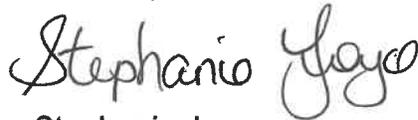
Dear, Hope Center Ministries

Enclosed please find the original deed conveying title to the property to you and recorded on May 9, 2019 as Instrument Number 190002041, also enclosed are all the documents from closing.

We appreciate the opportunity to be of service to you and hope that you will not hesitate to contact us in the future.

Thank you very much.

Sincerely,

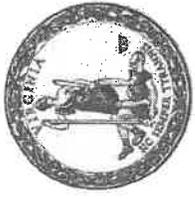


Stephanie Joyce
Real Estate Assistant

/srj
Enclosures

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

COURT ADDRESS:
P. O. DRAWER 31
CHATHAM, VA 24531
PHONE #: 434-432-7889



OFFICIAL RECEIPT
PITTSYLVANIA COUNTY CIRCUIT
DEED RECEIPT

DATE : 05/09/2019 TIME : 16:07:31
RECEIPT # : 1900006249 TRANSACTION # : 19050900039
CASHIER : TBC REGISTER # : D917 BOOK :
INSTRUMENT : 190002041
GRANTOR : SHULER, ANDREW D
GRANTEE : HOPE CENTER MINISTRIES INC
RECEIVED OF : SOUTHERN VA/VEVANGALINE EANES
ADDRESS : 1510 CLYDETON RD WAVERLY 37185
CHECK : \$2,388.00 CHECK NUMBER : 35119
DESCRIPTION 1 : LOT 6 ST RT 861
NAMES : 0
CONSIDERATION : \$335,000.00 AVAL : \$321,600.00
CASE # : 143CLR190002041
FILING TYPE : DBS PAYMENT : FULL PAYMENT
RECORDED : 05/09/2019 AT : 16:06
EX : N LOC : CO
EX : N PCT : 100%

PAGES : 003 OP : 0
MAP : PIN :

ACCOUNT CODE	DESCRIPTION	PAID
035	VOF FEE	\$1.00
036	DEED PROCESSING FEE	\$20.00
038	DEEDS OF CONVEYANCE	\$167.50
039	DEEDS AND CONTRACTS	\$837.50
106	(TTF) TECHNOLOGY TRUST FUND FEE (CIRCUIT COURT)	\$5.00

ACCOUNT CODE	DESCRIPTION	PAID
145	VSLF	\$1.50
212	TRANSFER FEES	\$1.00
213	COUNTY GRANTEE TAX	\$279.17
220	GRANTOR TAX	\$167.50
301	DEEDS	\$14.50

TENDERED : \$ 2,388.00
AMOUNT PAID : \$ 1,494.67
APPLIED TO NEXT CASE : \$ 893.33

PG 0122 MAY-99
19-02041

Parcel Id Number: 1346-74-9460
Purchase Price: \$335,000.00
Assessed Value: \$321,600.00
Property Address: 1070 Mountain Run Road, Cascade, Virginia 24069
Grantee Address: 1510 Clydeton Rd Waverly, TN 37185
Title Insurance Underwriter: Commonwealth Land Title Insurance

HOPE CENTER MINISTRIES, INC.
A Tennessee Non-Profit Corporation

After Recording Return To:
✓ John P. Hance
P.O. Box 1068
Martinsville, VA 24114
VA Bar No. 32665

FROM: DEED

ANDREW D. SHULER and
DEANNA K. SHULER,
Husband and wife

THIS DEED, made and entered into this 3rd day of May, 2019, by and between
ANDREW D. SHULER and DEANNA K. SHULER, husband and wife, Grantors, and
HOPE CENTER MINISTRIES, INC., A Tennessee Non-Profit Corporation, Grantee;

WITNESSETH:

That for and in consideration of the sum of Ten (\$10.00) Dollars and other
valuable consideration, cash in hand paid by the Grantee unto the Grantor, the receipt
of which is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and
convey unto the said HOPE CENTER MINISTRIES, INC., A Tennessee Non-Profit
Corporation in fee simple with general warranty and English Covenants of title, All that
certain lot or parcel of land, together with improvements thereon belonging, situate in
the County of Pittsylvania, Virginia, and more particularly described as follows:

PREPARED BY:
John P. Hance
ATTORNEY AT LAW
MARTINSVILLE, VIRGINIA

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

PGO 123 MAY -9 2

All of Lot 6, containing 5.950 acres fronting on the Northwestern margin of the right of way of Virginia Route No. 861 (Mountain Run Road), all as shown on Plat of Survey for Marchall Ronnie Hawkins, dated November 5, 1997, made by Shanks Associates, P.C., Engineers- Surveyors-Planners, a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, at page 200G.

AND BEING the same property conveyed unto the Grantors herein by deed dated July 12, 2017, recorded in the aforesaid Clerk's Office as Instrument Number LR170004112, to which deed and map reference is here had for a more particular description of the property herein conveyed.

This conveyance is made subject to any and all easements, off-conveyances, restrictions, reservations and rights-of-way properly of record and affecting said property, specifically subject to the following restrictive covenants which shall run with the land and be binding upon the Grantees, their successors and/or assigns, by their acceptance and recordation of this deed, without the reimposing or regranteeing of the same:

1. There shall be no single wide mobile homes of any kind placed upon the property; and
2. Any double-wide or similar type of manufactured housing shall have a minimum size of 1,200 square feet. Such home shall have a masonry, permanent type of foundation beneath, to be installed within 60 days following placing such home on the property. Mobile home skirting of any type shall not be allowed.

WITNESS the following signature and seal this the day and year first above written.

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

PGO 124 MAY-99

Andrew D. Shuler (SEAL)
ANDREW D. SHULER

Deanna K. Shuler (SEAL)
DEANNA K. SHULER

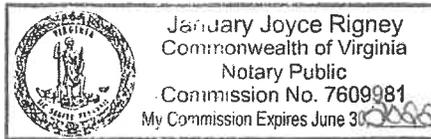
COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Martinsville, TO-WIT:

The foregoing instrument was acknowledged before me by Andrew D. Shuler and Deanna K. Shuler, husband and wife, Grantors, on this 9th day of May, 2019.

My commission expires: 6/30/2022

January Joyce Rigney
NOTARY PUBLIC



INSTRUMENT 190002041
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY CIRCUIT ON
MAY 9, 2019 AT 04:06 PM
\$335.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$167.50 LOCAL: \$167.50
MARK W. SCARCE, CLERK
RECORDED BY: TBC

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

January 28, 2020

Parcel ID: 1346-74-9460
Account Number: 17200-10-00-0006-0
Property Address: 1070 MOUNTAIN RUN RD



General Information

Owner Name:	HOPE CENTER MINISTRIES INC
Owner Address:	1510 CLYDETON RD WAVERLY, TN 37185
Property Description:	HAWKINS SUBD TRACT 6
Use Description:	0101 SINGLE FAM
Total Acreage:	5.95
Square Footage:	2389
Zoning Description:	A-1 AGRICULTURAL DISTRICT

Township Description:	02 WESTOVER MAGISTERIAL DISTRICT
Neighborhood Description:	100 0%
Map Sheet:	MB43/200G
Current Owner Deed Book/Page:	LR19/02041
Deed Date:	5/9/2019
General Remarks:	1070 MOUNTAIN RUN RD, CASCADE 24069
Previous Sold Price:	\$335,000

Building Details

Year Built:	1999
Effective Year Built:	N/A
Number of Stoies :	1
Building Area:	2,389
Building Class:	N/A
Building Description:	N/A
Building Remarks:	N/A
Building Grade Factor:	B-5
Building Grade Amount:	1.15

Interior

Basement Area:	1960
Basement Finished Percentage:	100
Main Attic - Finished Area SqFt:	N/A
Main Attic - Unfinished Area SqFt:	N/A
Attic Area:	0
Attic Finished Percentage:	0
Number of Rooms:	6
Number of Bedrooms:	4
Full Baths:	3
Half Bath:	2
Fireplace:	1
Chimneys:	1
Floor Description:	HARDWOOD
Interior Description:	02 SHEETRO LOG

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Exterior

Condition Description:	01 GOOD
Road Description:	01 PAVED
Found Description:	08 STONE
Structure Description:	01 WOOD
Style Description:	06 LOG
Exterior Wall Description:	LOG
Roof Description:	01 COMPOSITION SHINGLE

Utilities

Fuel Description:	ELECTRIC
Heat Description:	HEAT PUMP
Air Description:	CENTRAL OR HEAT PUMP
Fire Description:	204
Main Heating Area SqFt:	2389
Main Air Conditioned Area SqFt:	2389
Main Fire Place Area SqFt:	1

Assessments Information

Last Appraiser:	TM
Last Appraised Date:	8/1/2017
Building Undepreciated Value:	\$329,625
Building Physical:	-\$49,444
Active Building Value:	280,200
Building Subtotal:	\$271,927
Total Land Value:	\$37,400
Total Building Value:	\$284,200

Total Market Value:	\$321,600
Total Use Deferment:	0
Total Net Value:	\$321,600
Previous Land Value:	\$37,400
Previous Building Value:	\$284,200
Previous Use Deferment:	\$
Previous Net Value:	\$321,600
Total Improvement:	\$4,000

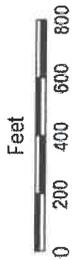
Legend

- Assessed Parcels
- Parcels
- County Boundary



Title: Assessed Parcels

Date: 1/28/2020



DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.

Eight to twelve month Inhouse Christian based discipleship program for men and women suffering from Alcohol and drug addiction.

58.1-3650. Post-1971 property exempt from taxation by designation.

A. The real and personal property of an organization designated by a section within this article and used by such organization exclusively for a religious, charitable, patriotic, historical, benevolent, cultural or public park and playground purpose as set forth in Article X, Section 6 (a) (6) of the Constitution of Virginia, the particular purpose for which such organization is classified being specifically set forth within each section, shall be exempt from taxation so long as such organization is operated not for profit and the property so exempt is used in accordance with the purpose for which the organization is classified. In addition, such exemption may be revoked in accordance with the provisions of § [58.1-3605](#).

B. Exemptions of property from taxation under this article shall be strictly construed in accordance with the provisions of Article X, Section 6 (f) of the Constitution of Virginia.

1984, c. 675; 1995, c. [346](#).

§ 58.1-3617. Churches and religious bodies.

Any church, religious association or religious denomination operated exclusively on a nonprofit basis for charitable, religious or educational purposes is hereby classified as a religious and charitable organization. Notwithstanding § [58.1-3609](#), only property of such association or denomination used exclusively for charitable, religious or educational purposes shall be so exempt from taxation.

Motor vehicles owned or leased by churches and used predominantly for church purposes, are hereby classified as property used by its owner for religious purposes.

For purposes of this section, property of a church, religious association or religious denomination, or religious body owned or leased in the name of an incorporated church or religious body or corporation mentioned in § [57-16.1](#), a duly designated ecclesiastical officer, or a trustee of an unincorporated church or religious body shall be deemed to be owned by such church, association or denomination or religious body.

Code 1950, §§ 58-12.24, 58-12.86; 1974, c. 469; 1978, c. 216; 1984, c. 675; 1987, c. 533; 2000, c. [329](#); 2005, c. [928](#).

Parcel Id Number: 1346-74-9460
Purchase Price: \$335,000.00
Assessed Value: \$321,600.00
Property Address: 1070 Mountain Run Road, Cascade, Virginia 24069
Grantee Address: 1510 Clydeton Rd Waverly TN 37185
Title Insurance Underwriter: Commonwealth Land Title Insurance

HOPE CENTER MINISTRIES, INC.
A Tennessee Non-Profit Corporation

After Recording Return To:
John P. Hance
P.O. Box 1068
Martinsville, VA 24114
VA Bar No. 32665

FROM: DEED

ANDREW D. SHULER and
DEANNA K. SHULER,
Husband and wife

THIS DEED, made and entered into this 3rd day of May, 2019, by and between
ANDREW D. SHULER and DEANNA K. SHULER, husband and wife, Grantors, and
HOPE CENTER MINISTRIES, INC., A Tennessee Non-Profit Corporation, Grantee;

WITNESSETH:

That for and in consideration of the sum of Ten (\$10.00) Dollars and other
valuable consideration, cash in hand paid by the Grantee unto the Grantor, the receipt
of which is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell and
convey unto the said HOPE CENTER MINISTRIES, INC., A Tennessee Non-Profit
Corporation in fee simple with general warranty and English Covenants of title, All that
certain lot or parcel of land, together with improvements thereon belonging, situate in
the County of Pittsylvania, Virginia, and more particularly described as follows:

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

All of Lot 6, containing 5.950 acres fronting on the Northwestern margin of the
of way of Virginia Route No. 861 (Mountain Run Road), all as shown on Plat of
y for Marchall Ronnie Hawkins, dated November 5, 1997, made by Shanks
ciates, P.C., Engineers- Surveyors-Planners, a copy of which plat is recorded in
lker's Office of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, at
200G.

AND BEING the same property conveyed unto the Grantors herein by deed
d July 12, 2017, recorded in the aforesaid Clerk's Office as Instrument Number
0004112, to which deed and map reference is here had for a more particular
ription of the property herein conveyed.

This conveyance is made subject to any and all easements, off-conveyances,
ctions, reservations and rights-of-way property of record and affecting said
erty, specifically subject to the following restrictive covenants which shall run with
and be binding upon the Grantees, their successors and/or assigns, by their
ptance and recordation of this deed, without the reimposing or regranteeing of the
e:

1. There shall be no single wide mobile homes of any kind placed upon the
erty; and
2. Any double-wide or similar type of manufactured housing shall have a
imum size of 1,200 square feet. Such home shall have a masonry, permanent type
undation beneath, to be installed within 60 days following placing such home on the
erty. Mobile home skirting of any type shall not be allowed.

WITNESS the following signature and seal this the day and year first above

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))



ATLANTA GA 39901-0001

In reply refer to: 0752858409
Mar. 30, 2017 LTR 4168C 0
20-8934436 000000 00
00019357
BODC: TE

HOPE CENTER MINISTRIES
PO BOX 906
WAVERLY TN 37185-0906



015979

Employer ID Number: 20-8934436
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Mar. 21, 2017, regarding your tax-exempt status.

We issued you a determination letter in SEPTEMBER 2007, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

0752858409
Mar. 30, 2017 LTR 4168C 0
20-8934436 000000 00
00019358

HOPE CENTER MINISTRIES
PO BOX 906
WAVERLY TN 37185-0906

Sincerely yours,



Teri M. Johnson
Operations Manager, AM Ops. 3

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

November 7, 2017

HOPE CENTER MINISTRIES
DALE WILSON
PO BOX 906
WAVERLY, TN 37185-0906

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 543470 Status: Active
Filing Type: Nonprofit Corporation - Domestic

Document Receipt

Receipt # : 003649446	Filing Fee:	\$20.00
Payment-Check/MO - HOPE CENTER MINISTRIES, WAVERLY, TN		\$20.00

Amendment Type: Articles of Amendment Image # : B0446-7009
Filed Date: 11/07/2017 1:49 PM

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

Processed By: Alex Maxfield

BK/PG: WD205/1758-1762
18000158

5 PGS:AL-CHARTER	
STELLA BATCH: 44294	
01/18/2018 - 10:28 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	5.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	7.00

STATE OF TENNESSEE, HUMPHREYS COUNTY
JANET H. DAVIS
REGISTER OF DEEDS

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT
TO THE CHARTER
(Nonprofit)

For Office Use Only

FILED

Corporate Control Number (If Known) **000543470**

Pursuant to the provisions of section 48-60-105 of *The Tennessee Nonprofit Corporation Act*, the undersigned corporation adopts the following articles of amendment to its charter:

1. Please insert the name of the corporation as it appears of record:
Hope Center Ministries, Inc.

If changing the name, insert the new name on the line below:

2. Please check the block that applies:

- Amendment is to be effective when filed by the secretary of state.
- Amendment is to be effective, _____ (month, day, year)

(Not to be later than the 90th day after the date this document is filed.) If neither block is checked, the amendment will be effective at the time of filing.

3. Please insert any changes that apply:

- a. Principal address: _____ (Street) _____ (City) _____ (State/County) _____ (Zip Code)
- b. Registered agent: _____
- c. Registered address: _____ (Street) _____ (City) _____ (State/County) _____ (Zip Code)
- d. Other changes: _____

4. The corporation is a nonprofit corporation.

5. The manner (if not set forth in the amendment) for implementation of any exchange, reclassification, or cancellation of memberships is as follows:

6. The amendment was duly adopted on _____ (month, day, year)
by (please check the block that applies):

- The incorporators without member approval, as such was not required.
- The board of directors without member approval, as such was not required.
- The members

7. Indicate which of the following statements applies by checking the applicable block:

- Additional approval for the amendment (as permitted by §48-60-301 of the tennessee nonprofit corporation act) was not required.
- Additional approval for the amendment was required by the charter and was obtained.

CFO
Signer's Capacity

Dorothy Parker
Signature

10/30/17
Date

Dorothy Parker
Name of Signer (typed or printed)

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

**AMENDED AND RESTATED CHARTER OF
HOPE CENTER MINISTRIES, INC.**

Pursuant to T.C.A. §48-51-101 *et. al.*, the Tennessee Nonprofit Corporation Act, the undersigned natural person, having capacity to contract and acting as the Incorporator of Hope Center Ministries, Inc., adopts the following Charter:

1. The name of the Corporation is: Hope Center Ministries, Inc.
2. The Corporation's principal office is located at:

1510 Clydeton Road
Waverly, TN 37185-3116
3. The Corporation's registered agent and address:

Dorothy Parker
1510 Clydeton Road
Waverly, TN 37185-3116
4. The Corporation's Incorporators and their addresses:

Joshua C. Hannah
1780 Mayne Trace Road
Waverly, TN 37185

Jessica L. Hannah
1780 Mayne Trace Road
Waverly, TN 37185

Pat K. Sensing II
1355 Mayne Trace Road
Waverly, TN 37185
5. The Corporation is a not for profit, public benefit Corporation.
6. The Corporation is a religious Corporation.
6. The duration of the Corporation is perpetual.
7. The Corporation shall have members.

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

ARTICLE I
Nonprofit Corporation

The Corporation is a Nonprofit Corporation as defined in the Tennessee Nonprofit Corporation Act, as set forth in T.C.A. §48-51-101 *et seq.* This Corporation shall have and be entitled to exercise all powers which a Nonprofit Corporation of its nature may have and exercise under the laws of the State of Tennessee, now in effect or hereafter amended, subject to the limitations contained in the Internal Revenue Code to retain its status as an exempt organization.

ARTICLE II
Corporate Purposes

This Corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law) and its regulations (as they now exist or may hereafter be amended). The Corporation's primary objective is to provide adults and families an effective and comprehensive Christian faith-based alternative solution to life-controlling drug and alcohol problems through which they may become productive members of society.

Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United State Internal Revenue Law) or (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United State Internal Revenue Law).

ARTICLE III
Directors' Liability

The Directors of this Corporation shall be immune from suit arising from the conduct of the affairs of the Corporation. The Directors shall not be personally liable to the Corporation for monetary damages for breach of a fiduciary duty provided, however, that this provision shall not eliminate or limit the liability of a Director for any breach of the Director's duty of loyalty or for acts in good faith or which involve an intentional misconduct or a knowing violation of law or for unlawful distribution pursuant hereunder T.C.A. §48-58-601.

ARTICLE IV
Dissolution

In the event of the dissolution of this Corporation, any assets of the organization then remaining shall be conveyed to another organization that is exempt under the meaning of section 501(c)(3) of the Internal Revenue Code of 1954 as amended or under successor provisions of the Code as may be in effect at the time of dissolution.

DATED this 22nd day of June, 2017.

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Josh Hannah
Josh Hannah, Authorized Member

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 08/06/07
REQUEST NUMBER: 6108-0764
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 08/03/07 0925
EFFECTIVE DATE/TIME: 08/03/07 1630
CONTROL NUMBER: 0543470

TO:
PORCH PEELER WILLIAMS & THOMASON, P C
102 S. COURT SQ.

WAVERLY, TN 37185-2198

RE:
HOPE CENTER MINISTRIES
RESTATEMENT OF CHARTER

BK/PG:WD191/2303-2314

07002575

CH 12 PG 2314 12756
08/03/2007 09:40 AM
VALUE 0.00
REG TAX 0.00
TRN TAX 0.00
REC FEE 8.50
DP FEE 2.00
REG FEE 0.00
TOTAL 10.50

STATE OF TENNESSEE, HUNDESS COUNTY
JANET H. CROWELL
REGISTER OF DEEDS

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.



FOR: RESTATEMENT OF CHARTER

ON DATE: 08/03/07

FROM:
PORCH PEELER WILLIAMS & THOMASON
102 SOUTH COURT SQ

WAVERLY, TN 37185-0000

RECEIVED: FEES \$20.00 \$0.00
TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00004250488
ACCOUNT NUMBER: 00442996



SS-4438

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

Book WD191 Page 2303

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

RESTATED CHARTER OF INCORPORATION
OF
HOPE CENTER MINISTRIES

We, the undersigned directors of Hope Center Ministries, a not-for-profit Tennessee public benefit corporation, not having members, unanimously this day continue to associate ourselves for the purpose of perpetuation of the non-profit corporation under the non-profit corporation laws of the State of Tennessee and do hereby, accordingly, adopt this Restated Charter of Incorporation for the corporation for that as originally adopted on March 1, 2007, effective on March 9, 2007, Document No. 59790249 in the Office of the Tennessee Secretary of State, and being Tennessee Corporation No. 0543470.

1. The name of this corporation is Hope Center Ministries.
2. The duration of the corporation is perpetual.
3. The corporation is a public benefit corporation.
4. The corporation is a religious corporation.
5. The corporation shall not have members.

RECEIVED
STATE OF TENNESSEE
2007 AUG -3 AM 9:25
RILEY DARNELL
SECRETARY OF STATE

6. The Registered Agent of the corporation as of the date hereof is Joshua C. Hannah. The address of the Registered Agent and the Registered Office of the corporation is 1510 Clydeton Road, Waverly, Humphreys County, Tennessee 37185.

7. The address of the corporation's Principal Office in the State of Tennessee is 1510 Clydeton Road, Waverly, Humphreys County, Tennessee 37185.

8. The names and residential addresses of the original incorporators are:

a. Joshua C. Hannah, 1780 Mayne Trace Road, Waverly, Tennessee 37185

b. Jessica L. Hannah, 1780 Mayne Trace Road, Waverly, Tennessee 37185

c. Pat K. Sensing, II, 1355 Mayne Trace Road, Waverly, Tennessee 37185.

9. The directors of the corporation as of the date hereof are Joshua C. Hannah whose current term ends December 31, 2012; Jessica L. Hannah whose current term ends December 31, 2012; and Pat K. Sensing, II whose current term ends December 31, 2007.

10. The number of directors of the corporation shall be determined from time to time and appointed by the Senior Pastor incumbent at the time of Friendship World Outreach, a Christian faith-based ministry and congregation of Christian believers located at Waverly, Tennessee (the "Appointing Authority"). Terms for all subsequent directors shall run annually from January 1 to December 31. Directors

-2-

Book WD191 Page 2305

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

may be re-appointed. The Appointing Authority may remove a director at any time without cause. A director must be of legal age.

11. Officers of the corporation consist of a President and a Secretary and such other officers as the directors shall determine. Officers may or may not be directors. Officers terms shall run annually from January 1 to December 31. Officers may be removed by the directors at any time without cause.

12. In order to increase public support for the "Hope Cause" the directors may from time-to-time establish and appoint an advisory board or committee to serve at the pleasure of the directors which shall carry out such duties as the directors prescribe.

13. The mission of the corporation shall be to provide youth, adults and families an effective and comprehensive Christian faith-based alternative solution to life-controlling drug and alcohol problems through which they may become productive members of society. Such solutions shall apply Biblical principles to help those with alcohol and drug problems to become mentally sound, emotionally balanced, socially adjusted, physically well, and spiritually alive through concentrated focus of attention on God and His will. The corporation programs shall be open to people of all faiths, but will be based foundationally on a literal

interpretation of the Christian Protestant Bible applying principles of Scripture to enrich human lives through a path of personal relationship with God. People of all other faiths may be served by the activities of the corporation, but they will be informed of the nature of the programs and after which they may voluntarily choose to participate. A conversion experience to enter or complete the rehabilitative programs of the corporation shall not be required, but conversion will be regarded as the greatest hope for breaking the cycle of addiction.

14. The corporation shall not be for profit and shall issue no capital stock. No dividend nor pecuniary profit shall ever be declared or paid to directors or officers nor to any others. The assets of the corporation are and shall be irrevocably and permanently dedicated to educational, religious and charitable purposes. No part of the net earnings or assets of the corporation shall ever inure to the benefit of any director or officer nor to any private individual; provided, however, reasonable compensation may be paid for services actually rendered to the corporation and for any reasonable expenses actually incurred in the furtherance of its objectives and purposes.

15. The corporation is organized exclusively for charitable, religious and educational purposes under Internal Revenue Code of 1986 Section 501(c)(3) and

any corresponding section of a future federal tax code.

16. No part of the corporation's assets will inure to the benefit of any private individual. No substantial part of the activities of the corporation may include carrying on propaganda or otherwise attempting to influence legislation or participating in or intervening (including the publishing or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office. The purposes of the corporation include the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 or a corresponding section of any future federal tax code.

17. Upon dissolution of the corporation assets will be distributed for one or more exempt purposes within the meaning of Internal Revenue Code of 1986 Section 501(c)(3), or a corresponding section of any future federal tax code, or will be distributed to the federal government or to a state or local government for a public purpose.

18. In furtherance of its mission, objectives and purposes and to provide funds therefor, the corporation shall have the capacity and power to do any and all things necessary and appropriate to their accomplishment, including but not limited

to:

a. Acquiring, holding, managing and administering real and personal property of every kind and description; and using and applying the whole or part of the income therefrom and the principal interest thereof exclusively for charitable, religious, scientific, literary or educational purposes, either directly or by contributions to organizations that qualify as exempt organizations under §501(c)(3) of the Internal Revenue Code of 1986 and the regulations adopted thereunder as they now exist or as they may hereafter be amended.

b. Accepting and receiving by gift, devise, bequest or otherwise for the uses and purposes of the corporation, any property, real, personal or mixed, of any kind, nature or description.

c. Acquiring by purchase, lease or otherwise and owning, holding, maintaining and improving, selling, exchanging, mortgaging, licensing, leasing or otherwise disposing of, such real and personal property as may be necessary to further accomplish the corporate purpose.

d. Investing and reinvesting funds and assets, subject to the limitations and conditions contained in any gift, devise, bequest or grant; provided, however, that such limitations and conditions shall not be in conflict with the provisions of

-6-

Book WD191 Page 2309

§501(c)(3) of the Internal Revenue Code of 1986 and the regulations adopted thereunder as they now exist or as they may hereafter be amended.

e. Making and entering into contracts and agreements of every kind and description necessary to further the purposes of the corporation and applying for, receiving, contracting, administering, and performing gifts, grants, awards, contracts, and programs to accomplish its purposes with any and all governmental, charitable and educational organizations.

f. Lending its funds upon adequate security and borrowing for its corporate purposes and securing the same by mortgage or pledge of any and all its corporate real or personal property or both.

g. Exercising all rights and privileges appurtenant to any securities or any property held by the corporation, including, but without limitation to, the right to vote any share of stock which may be held by the corporation.

h. Acting as trustee of funds for trusts created solely for charitable, religious, literary or educational purposes as shall be in furtherance of the purposes and objectives of the corporation.

i. Doing every act or thing, and engaging in any other activity or undertaking necessary or convenient to the fulfillment of the purposes of the

corporation which a corporate body may lawfully do or perform; provided, however, that only such acts or things shall be done and such activities or undertakings engaged as are in furtherance of the tax-exempt purposes of the corporation and as may be done or engaged by an organization exempt under §501(c)(3) of the Internal Revenue Code of 1986 and the regulations adopted thereunder as they now exist or as they may hereafter be amended and notwithstanding any other provision of this Restated Charter the corporation shall not carry on any other activities not permitted to be done by a corporation exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986 or any corresponding section of any future federal tax code.

j. Holding meetings, lectures, and other educational, business, and social programs, to engage speakers; compiling and distributing information; and providing printed material, forms, recordings, and other presentations or materials for the benefit of the persons whose spiritual needs the corporation strives to minister.

k. Engaging in fund-raising activities; borrowing money and issuing notes and other evidences of indebtedness and obligations from time to time for any lawful corporate purposes or objectives; and mortgaging, pledging, and otherwise

charging its properties, rights, privileges, and assets to secure the payment thereof.

19. Subject to the provisions hereof, the corporation shall indemnify existing and former directors, officers, employees and agents against all expenses incurred by them, including, but not limited to, legal fees, judgments, penalties and amounts paid in settlement or compromise which may arise or be incurred, rendered, or levied in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of services or employment as director, officer, employee or agent of the corporation, whether or not any action is or has been filed against them and whether or not any settlement or compromise is approved by a court. Indemnification shall be made by the corporation whether the legal action brought or threatened is by or in the right of the corporation or by any other person. Whenever any existing or former director, officer, employee or agent shall report to the chief executive officer of the corporation or to the chairman of the board of directors that he or she has incurred or may incur expenses, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise in a legal action brought or threatened against him or her for or on account of any action or omission alleged to have been committed by him or her

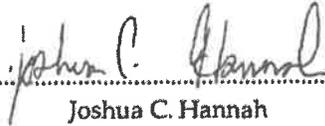
while acting within the scope of his or her services or employment as a director, officer, employee or agent of the corporation, the board of directors shall, at its next regular or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent. If the board of directors determines in good faith that such person did not act, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein; provided, however, the corporation may refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the corporation at its own expense and through counsel of its own choosing, to defend him or her in the action.

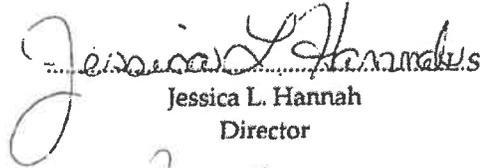
20. Upon dissolution of the corporation the net assets thereof shall be distributed to the Friendship World Outreach, a non-profit Tennessee religious public benefit corporation, if recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, located at Waverly, Humphreys

County, Tennessee, or to its successor, in furtherance of and to carry out its work as a Christian faith-based ministry in the care and salvation of human souls, or otherwise as provided in Section 17 above.

21. To the extent not inconsistent with the provisions hereof the directors may from time-to-time adopt by-laws for the operation of the corporation and otherwise amend this Restated Charter as provided by law.

IN WITNESS WHEREOF, as the directors of the corporation, we execute this Restated Charter at Waverly, Tennessee on this July 10, 2007 to be effective upon filing of the same with and by the Tennessee Secretary of State.


.....L.S.
Joshua C. Hannah
Director


.....L.S.
Jessica L. Hannah
Director


.....L.S.
Pat K. Sensing II
Director

\\Fs1\Hope Center Ministries\Corporate\restated charter of incorporation.doc

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))



Hope Center Ministries
1510 Clydeton Road
Waverly, TN 37185

State of Tennessee
Department of State
Corporate Filings
312 Rosa L. Parks Ave
6th Floor, William R Snodgrass Tower
Nashville, TN 37243

Subject: Amendment to Charter for Hope Center Ministries – CONTROL #0543470

To Whom It May Concern:

I am submitting Articles of Amendment to Charter of Hope Center Ministries. When filed, please send to the following address:

Jamie Grisham
1510 Clydeton Road
Waverly, TN 37185

I have enclosed a check for \$20 to cover the amendment filing fee. Please call me at (931) 296-9711 if you have any questions.

Sincerely,

Jamie Grisham
Corporate Secretary

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 08/06/07
REQUEST NUMBER: 6108-0764
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 08/03/07 0925
EFFECTIVE DATE/TIME: 08/03/07 1630
CONTROL NUMBER: 0543470

TO:
PORCH PEELER WILLIAMS & THOMASON, P C
102 S. COURT SQ.
WAVERLY, TN 37185-2198

BK/PG:WD191/2303-2314

07002575

CHK 12 PG SA: 12756
08/09/2007 09:40 AM
VALUE 0.00
MTO TAX 0.00
TNN TAX 0.00
REC FEE 8.50
DP FEE 2.00
REG FEE 0.00
TOTAL 10.50

STATE OF TENNESSEE, HUNDEYS COUNTY
JANET H. CROWELL
REGISTER OF DEEDS

RE:
HOPE CENTER MINISTRIES
RESTATEMENT OF CHARTER

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED DOCUMENT WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.



FOR: RESTATEMENT OF CHARTER ON DATE: 08/03/07

FROM: PORCH PEELER WILLIAMS & THOMASON 102 SOUTH COURT SQ WAVERLY, TN 37185-0000

RECEIVED: FEES \$20.00 \$0.00

TOTAL PAYMENT RECEIVED: \$20.00

RECEIPT NUMBER: 00004250488

ACCOUNT NUMBER: 00442996



55-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

Book WD191 Page 2303

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

HOPE CENTER MINISTRIES
DALE WILSON
PO BOX 906
WAVERLY, TN 37185-0906

October 13, 2016

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # : 543470 Status: Active
Filing Type: Nonprofit Corporation - Domestic

Document Receipt

Receipt # : 002927281 Filing Fee: \$20.00
Payment-Check/MO - HOPE CENTER MINISTRIES, WAVERLY, TN \$20.00

Amendment Type: Articles of Amendment Image # : B0299-6444
Filed Date: 10/13/2016 9:10 AM

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Tre Hargett
Secretary of State

Processed By: Tammy Morris

BK/PG: WD203/2501-2505
17000967
5 PGS:AL-CHARTER
STELLA BATCH: 42101
04/26/2017 - 09:29 AM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 5.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 7.00
STATE OF TENNESSEE, HUMPHREYS COUNTY
JANET H. DAVIS
REGISTER OF DEEDS

(CORRECTION)
BK/PG: WD203/2280-2281
17000766
2 PGS:AL-CHARTER
STELLA BATCH: 41936
04/05/2017 - 01:16 PM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 5.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 7.00
STATE OF TENNESSEE, HUMPHREYS COUNTY
JANET H. DAVIS
REGISTER OF DEEDS



Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT
TO THE CHARTER
(Nonprofit)

10.B.1.b
For Office Use Only

FILED

Corporate Control Number (If Known) 0543470

Pursuant to the provisions of section 48-60-105 of *The Tennessee Nonprofit Corporation Act*, the undersigned corporation adopts the following articles of amendment to its charter: **see attached**

1. Please insert the name of the corporation as it appears of record:

Hope Center Ministries

If changing the name, insert the new name on the line below:

2. Please check the block that applies:

Amendment is to be effective when filed by the secretary of state.

Amendment is to be effective, _____ (month, day, year)

(Not to be later than the 90th day after the date this document is filed.) If neither block is checked, the amendment will be effective at the time of filing.

3. Please insert any changes that apply:

a. Principal address: _____ (Street) _____ (City) _____ (State/County) _____ (Zip Code)

b. Registered agent: _____

c. Registered address: _____ (Street) _____ (City) _____ (State/County) _____ (Zip Code)

d. Other changes: _____

4. The corporation is a nonprofit corporation.

5. The manner (if not set forth in the amendment) for implementation of any exchange, reclassification, or cancellation of memberships is as follows:

6. The amendment was duly adopted on Sept 29, 2016 (month, day, year)
by (please check the block that applies):

The incorporators without member approval, as such was not required.

The board of directors without member approval, as such was not required.

The members

7. Indicate which of the following statements applies by checking the applicable block:

Additional approval for the amendment (as permitted by §48-60-301 of the tennessee nonprofit corporation act) was not required.

Additional approval for the amendment was required by the charter and was obtained.

Secretary
Signer's Capacity

Signature

9-2-16
Date

Jamie Grisham
Name of Signer (typed or printed)

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing : Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
HOPE CENTER MINISTRIES**

RESOLUTION TO AMEND THE CHARTER

WHEREAS, Article 13 of the Charter of Hope Center Ministries currently reads:

“The mission of the corporation shall be to provide youth, adults and families an effective and comprehensive Christian faith-based alternative solution to life-controlling drug and alcohol problems through which they may become productive members of society. Such solutions shall apply Biblical principles to help those with alcohol and drug problems to become mentally sound, emotionally balanced, socially adjusted, physically well, and spiritually alive through concentrated focus of attention on God and His will. The corporation programs shall be open to people of all faiths, but will be based foundationally on a literal interpretation of the Christian Protestant Bible applying principles of Scripture to enrich human lives through a path of personal relationship with God. People of all other faiths may be served by the activities of the corporation, but they will be informed of the nature of the programs and after which they may voluntarily choose to participate. A conversion experience to enter or complete the rehabilitative programs of the corporation shall not be required, but conversion will be regarded as the greatest hope for breaking the cycle of addiction.”

BE IT RESOLVED BY THE BOARD OF HOPE CENTER MINISTRIES, That Article 13 of the Charter of Hope Center Ministries is amended by striking the word “youth”. As amended, Article 13 shall read:

“The mission of the corporation shall be to provide¹ adults and families an effective and comprehensive Christian faith-based alternative solution to life-controlling drug and alcohol problems through which they may become productive members of society. Such solutions shall apply Biblical principles to help those with alcohol and drug problems to become mentally sound, emotionally balanced, socially adjusted, physically well, and spiritually alive through concentrated focus of attention on God and His will. The corporation programs shall be open to people of all faiths, but will be based foundationally on a literal interpretation of the Christian Protestant Bible applying principles of Scripture to enrich human lives through a path of personal relationship with God. People of all other faiths may be served by the activities of the corporation, but they will be informed of the nature of the programs and after which they may voluntarily choose to participate. A conversion experience to enter or complete the rehabilitative programs of the corporation shall not be required, but conversion will be regarded as the greatest hope for breaking the cycle of addiction.”

¹ As amended by resolution duly adopted by the Board of Directors on September 29, 2016.

corporation shall not be required, but conversion will be regarded as the greatest hope for breaking the cycle of addiction.”

IN WITNESS WHEREOF, we have executed our names as Directors of Hope Center Ministries, this 24 day of September, 2016.



Director Kenny Parker

Director



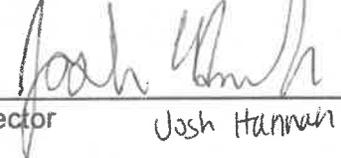
Director John Curtis

Director



Director Marcus Vire

Director



Director Josh Hannan

Director

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he/she is the elected and qualified Secretary and the custodian of the books and records of Hope Center Ministries, a nonprofit corporation formed in accordance with the laws of the state of Tennessee, and that the foregoing is a true record of a resolution adopted by the Board of Directors of Hope Center Ministries and that this resolution was in accordance with state law and the Bylaws of the Corporation and that this resolution as is written is now in full force and effect.

IN WITNESS WHEREOF, I have executed my name as Secretary of Hope Center Ministries, this 24 day of September, 2016.



Secretary

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

AMENDMENT TO THE CHARTER OF HOPE CENTER MINISTRIES

Pursuant to the provisions of section 48-60-105 of The Tennessee Nonprofit Corporation Act, Hope Center Ministries (Tennessee Corporation No. 0543470) adopts the following articles of amendment to its charter:

1. The text of the amendment adopted is as follows:

Article 13 of the Charter of Hope Center Ministries is amended by striking the word "youth". As amended, Article 13 shall read:

"The mission of the corporation shall be to provide¹ adults and families an effective and comprehensive Christian faith-based alternative solution to life-controlling drug and alcohol problems through which they may become productive members of society. Such solutions shall apply Biblical principles to help those with alcohol and drug problems to become mentally sound, emotionally balanced, socially adjusted, physically well, and spiritually alive through concentrated focus of attention on God and His will. The corporation programs shall be open to people of all faiths, but will be based foundationally on a literal interpretation of the Christian Protestant Bible applying principles of Scripture to enrich human lives through a path of personal relationship with God. People of all other faiths may be served by the activities of the corporation, but they will be informed of the nature of the programs and after which they may voluntarily choose to participate. A conversion experience to enter or complete the rehabilitative programs of the corporation shall not be required, but conversion will be regarded as the greatest hope for breaking the cycle of addiction."

2. The amendment so adopted does not affect an exchange, reclassification, or cancellation of memberships.
3. The amendment was duly adopted on September 1, 2016 by the unanimous vote of all directors of the Corporation, without member approval or additional approval, as such was not required.
4. This amendment is to be effective when filed by the Secretary of State.

This 29 day of September, 2016.



Secretary, Hope Center Ministries



Printed Name of Signer

¹ As amended by resolution duly adopted by the Board of Directors on September 1, 2016.

RESTATED CHARTER OF INCORPORATION

OF

HOPE CENTER MINISTRIES

We, the undersigned directors of Hope Center Ministries, a not-for-profit Tennessee public benefit corporation, not having members, unanimously this day continue to associate ourselves for the purpose of perpetuation of the non-profit corporation under the non-profit corporation laws of the State of Tennessee and do hereby, accordingly, adopt this Restated Charter of Incorporation for the corporation for that as originally adopted on March 1, 2007, effective on March 9, 2007, Document No. 59790249 in the Office of the Tennessee Secretary of State, and being Tennessee Corporation No. 0543470.

1. The name of this corporation is Hope Center Ministries.
2. The duration of the corporation is perpetual.
3. The corporation is a public benefit corporation.
4. The corporation is a religious corporation.
5. The corporation shall not have members.

RECEIVED
STATE OF TENNESSEE
2007 AUG -3 AM 9:25
RILEY DARNELL
SECRETARY OF STATE

-1-

6. The Registered Agent of the corporation as of the date hereof is Joshua C. Hannah. The address of the Registered Agent and the Registered Office of the corporation is 1510 Clydeton Road, Waverly, Humphreys County, Tennessee 37185.

7. The address of the corporation's Principal Office in the State of Tennessee is 1510 Clydeton Road, Waverly, Humphreys County, Tennessee 37185.

8. The names and residential addresses of the original incorporators are:

a. Joshua C. Hannah, 1780 Mayne Trace Road, Waverly, Tennessee 37185

b. Jessica L. Hannah, 1780 Mayne Trace Road, Waverly, Tennessee 37185

c. Pat K. Sensing, II, 1355 Mayne Trace Road, Waverly, Tennessee 37185.

9. The directors of the corporation as of the date hereof are Joshua C. Hannah whose current term ends December 31, 2012; Jessica L. Hannah whose current term ends December 31, 2012; and Pat K. Sensing, II whose current term ends December 31, 2007.

10. The number of directors of the corporation shall be determined from time to time and appointed by the Senior Pastor incumbent at the time of Friendship World Outreach, a Christian faith-based ministry and congregation of Christian believers located at Waverly, Tennessee (the "Appointing Authority"). Terms for all subsequent directors shall run annually from January 1 to December 31. Directors

may be re-appointed. The Appointing Authority may remove a director at any time without cause. A director must be of legal age.

11. Officers of the corporation consist of a President and a Secretary and such other officers as the directors shall determine. Officers may or may not be directors. Officers terms shall run annually from January 1 to December 31. Officers may be removed by the directors at any time without cause.

12. In order to increase public support for the "Hope Cause" the directors may from time-to-time establish and appoint an advisory board or committee to serve at the pleasure of the directors which shall carry out such duties as the directors prescribe.

13. The mission of the corporation shall be to provide youth, adults and families an effective and comprehensive Christian faith-based alternative solution to life-controlling drug and alcohol problems through which they may become productive members of society. Such solutions shall apply Biblical principles to help those with alcohol and drug problems to become mentally sound, emotionally balanced, socially adjusted, physically well, and spiritually alive through concentrated focus of attention on God and His will. The corporation programs shall be open to people of all faiths, but will be based foundationally on a literal

interpretation of the Christian Protestant Bible applying principles of Scripture to enrich human lives through a path of personal relationship with God. People of all other faiths may be served by the activities of the corporation, but they will be informed of the nature of the programs and after which they may voluntarily choose to participate. A conversion experience to enter or complete the rehabilitative programs of the corporation shall not be required, but conversion will be regarded as the greatest hope for breaking the cycle of addiction.

14. The corporation shall not be for profit and shall issue no capital stock. No dividend nor pecuniary profit shall ever be declared or paid to directors or officers nor to any others. The assets of the corporation are and shall be irrevocably and permanently dedicated to educational, religious and charitable purposes. No part of the net earnings or assets of the corporation shall ever inure to the benefit of any director or officer nor to any private individual; provided, however, reasonable compensation may be paid for services actually rendered to the corporation and for any reasonable expenses actually incurred in the furtherance of its objectives and purposes.

15. The corporation is organized exclusively for charitable, religious and educational purposes under Internal Revenue Code of 1986 Section 501(c)(3) and

any corresponding section of a future federal tax code.

16. No part of the corporation's assets will inure to the benefit of any private individual. No substantial part of the activities of the corporation may include carrying on propaganda or otherwise attempting to influence legislation or participating in or intervening (including the publishing or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office. The purposes of the corporation include the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 or a corresponding section of any future federal tax code.

17. Upon dissolution of the corporation assets will be distributed for one or more exempt purposes within the meaning of Internal Revenue Code of 1986 Section 501(c)(3), or a corresponding section of any future federal tax code, or will be distributed to the federal government or to a state or local government for a public purpose.

18. In furtherance of its mission, objectives and purposes and to provide funds therefor, the corporation shall have the capacity and power to do any and all things necessary and appropriate to their accomplishment, including but not limited

to:

a. Acquiring, holding, managing and administering real and personal property of every kind and description; and using and applying the whole or part of the income therefrom and the principal interest thereof exclusively for charitable, religious, scientific, literary or educational purposes, either directly or by contributions to organizations that qualify as exempt organizations under §501(c)(3) of the Internal Revenue Code of 1986 and the regulations adopted thereunder as they now exist or as they may hereafter be amended.

b. Accepting and receiving by gift, devise, bequest or otherwise for the uses and purposes of the corporation, any property, real, personal or mixed, of any kind, nature or description.

c. Acquiring by purchase, lease or otherwise and owning, holding, maintaining and improving, selling, exchanging, mortgaging, licensing, leasing or otherwise disposing of, such real and personal property as may be necessary to further accomplish the corporate purpose.

d. Investing and reinvesting funds and assets, subject to the limitations and conditions contained in any gift, devise, bequest or grant; provided, however, that such limitations and conditions shall not be in conflict with the provisions of

§501(c)(3) of the Internal Revenue Code of 1986 and the regulations adopted thereunder as they now exist or as they may hereafter be amended.

e. Making and entering into contracts and agreements of every kind and description necessary to further the purposes of the corporation and applying for, receiving, contracting, administering, and performing gifts, grants, awards, contracts, and programs to accomplish its purposes with any and all governmental, charitable and educational organizations.

f. Lending its funds upon adequate security and borrowing for its corporate purposes and securing the same by mortgage or pledge of any and all its corporate real or personal property or both.

g. Exercising all rights and privileges appurtenant to any securities or any property held by the corporation, including, but without limitation to, the right to vote any share of stock which may be held by the corporation.

h. Acting as trustee of funds for trusts created solely for charitable, religious, literary or educational purposes as shall be in furtherance of the purposes and objectives of the corporation.

i. Doing every act or thing, and engaging in any other activity or undertaking necessary or convenient to the fulfillment of the purposes of the

corporation which a corporate body may lawfully do or perform; provided, however, that only such acts or things shall be done and such activities or undertakings engaged as are in furtherance of the tax-exempt purposes of the corporation and as may be done or engaged by an organization exempt under §501(c)(3) of the Internal Revenue Code of 1986 and the regulations adopted thereunder as they now exist or as they may hereafter be amended and notwithstanding any other provision of this Restated Charter the corporation shall not carry on any other activities not permitted to be done by a corporation exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986 or any corresponding section of any future federal tax code.

j. Holding meetings, lectures, and other educational, business, and social programs, to engage speakers; compiling and distributing information; and providing printed material, forms, recordings, and other presentations or materials for the benefit of the persons whose spiritual needs the corporation strives to minister.

k. Engaging in fund-raising activities; borrowing money and issuing notes and other evidences of indebtedness and obligations from time to time for any lawful corporate purposes or objectives; and mortgaging, pledging, and otherwise

charging its properties, rights, privileges, and assets to secure the payment thereof.

19. Subject to the provisions hereof, the corporation shall indemnify existing and former directors, officers, employees and agents against all expenses incurred by them, including, but not limited to, legal fees, judgments, penalties and amounts paid in settlement or compromise which may arise or be incurred, rendered, or levied in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of services or employment as director, officer, employee or agent of the corporation, whether or not any action is or has been filed against them and whether or not any settlement or compromise is approved by a court. Indemnification shall be made by the corporation whether the legal action brought or threatened is by or in the right of the corporation or by any other person. Whenever any existing or former director, officer, employee or agent shall report to the chief executive officer of the corporation or to the chairman of the board of directors that he or she has incurred or may incur expenses, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise in a legal action brought or threatened against him or her for or on account of any action or omission alleged to have been committed by him or her

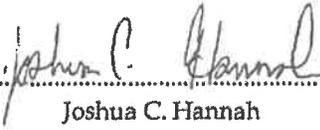
while acting within the scope of his or her services or employment as a director, officer, employee or agent of the corporation, the board of directors shall, at its next regular or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent. If the board of directors determines in good faith that such person did not act, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory and shall be automatically extended as specified herein; provided, however, the corporation may refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the corporation at its own expense and through counsel of its own choosing, to defend him or her in the action.

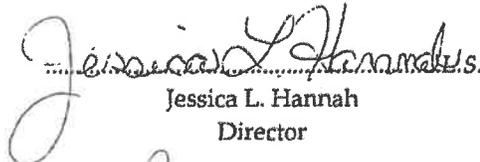
20. Upon dissolution of the corporation the net assets thereof shall be distributed to the Friendship World Outreach, a non-profit Tennessee religious public benefit corporation, if recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, located at Waverly, Humphreys

County, Tennessee, or to its successor, in furtherance of and to carry out its work as a Christian faith-based ministry in the care and salvation of human souls, or otherwise as provided in Section 17 above.

21. To the extent not inconsistent with the provisions hereof the directors may from time-to-time adopt by-laws for the operation of the corporation and otherwise amend this Restated Charter as provided by law.

IN WITNESS WHEREOF, as the directors of the corporation, we execute this Restated Charter at Waverly, Tennessee on this July 10, 2007 to be effective upon filing of the same with and by the Tennessee Secretary of State.


.....L.S.
Joshua C. Hannah
Director


.....L.S.
Jessica L. Hannah
Director


.....L.S.
Pat K. Sensing II
Director

N:\1111\Hope Center Ministries\Corporate\restated charter of incorporation.doc

BYLAWS
OF
HOPE CENTER MINISTRIES, INC.

Waverly, Tennessee
(a Tennessee Nonprofit Corporation)

ARTICLE I
Organization and Purposes

1.1 General Purpose and Power. Hope Center Ministries, Inc is a nonprofit corporation organized under the laws of the State of Tennessee. The Corporation is organized and operated for the following general purposes:☐

(a) The Corporation is a Non-Profit Corporation as defined by the Tennessee Non-Profit Corporation Act, T.C.A. § 48-51-101 et. seq. The Corporation shall have and be entitled to exercise all powers which a Non-Profit Corporation of its nature may have and exercise under the laws of the State of Tennessee, now in effect or hereafter amended, subject to the limitations contained in the Internal Revenue Code in accord with retaining its status as an exempt educational and charitable organization.

(b) This Corporation is organized exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law) and its regulations (as they now exist or may hereafter be amended). The primary mission of the Corporation shall be to provide adults and families an effective and comprehensive Christian faith-based alternative solution to life-controlling drug and alcohol problems through which they may become productive members of society. ☐

(c) Such solutions shall apply biblical principles to help those with alcohol and drug problems to become mentally sound, emotionally balanced, socially adjusted, physically well, and spiritually alive through concentrated focus of attention on God and His will. The corporation programs shall be open to people of all faiths, but will be based foundationally on a literal interpretation of the Christian Protestant Bible applying principles of Scripture to enrich human lives through a path of personal relationship with God. People of all other faiths may be served by the activities of the corporation, but they will be informed of the nature of the programs and after which they may voluntarily choose to participate. A conversion experience to enter or complete the rehabilitative programs of the corporation shall not be required, but conversion will be regarded as the greatest hope for breaking the cycle of addiction.☐

(d) To exercise such of the rights, powers, duties and authority of a nonprofit corporation organized under the Tennessee Nonprofit Corporation Act as may be amended “the TNCA”, provided, however, that the corporation shall not engage in any activities or exercise any powers that are not in furtherance of charitable purposes as defined under the regulations for section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE II
Offices

2.1 Registered Office. The Corporation shall maintain its principle office in such place within the United States of America as determined by the Board of Directors.

2.2 Other Offices. The corporation may also have offices at such other places as the Directors may select and the business of the corporation may require.

ARTICLE III
Members

3.1. Members and Qualifications. The Corporation shall have one class of members. The Members may establish the criteria for membership. No person shall become a Member unless approved by a majority vote of all existing members.

3.2. Authority of Members. The Members have the following designated powers:

(a) The exclusive power to nominate persons to serve on the Board of Directors. The Members nominate Directors by a majority vote. The Board of Directors will then vote whether to accept the nomination in accordance with the terms in Article IV.

(b) The exclusive right to remove any Director for any reason by a majority vote of the existing Members.

(c) The exclusive right to amend the Charter and Bylaws of the Corporation.

(d) The exclusive right to determine the number of Directors that will serve the Corporation.

3.3. Annual Meetings. The annual meeting of the Members shall be held on the last Friday of December of each year at the principal office or at such other time or place as the Members shall determine.

3.4. Special meetings. Special meetings may be called by the Members or the Board upon written request, stating the time, place and purpose of any special meeting shall be given to the members entitled to participate.

3.5. Quorum. A majority of all Members shall constitute a quorum for the transaction of business at the meeting.

3.6. Liability. Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

3.7. Indemnification. Directors shall be indemnified by the Corporation to the fullest extent permissible under the laws of Tennessee, and as more specifically laid out in Article X.

ARTICLE IV
Board of Directors

4.1. Number and Term of Directors. The Board of Directors shall be composed of a minimum of three (3) members but not more than fifteen (15) members, who shall serve a term of five years. The Members shall appoint the original Board of Directors, in accordance with Article III.

4.2. Qualification of Directors. Each Director shall read the Corporation's Conflict of Interest Policy and sign a written statement that he has read and understands the policy, agrees to comply with the policy, and understands the Corporation is nonprofit and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

4.3. Election of Directors. Upon nomination of the Members, the Directors shall be elected by a majority vote of the Board of Directors.

4.4. Authority of Directors. The Directors shall act in their Director capacity only as a Board and individual Directors have no power to act for the Corporation without prior specific Board authority, unless specific authority is set out in the Bylaws. The Board shall institute the overall programming and policy of the Corporation and the President shall supervise and administer its operation.

4.5. Regular and Special Meetings. The Board of Directors shall set the time, occasion or place of the annual meetings of the Board of Directors which thereafter may be held without notice. Special meetings may be held at any time upon the call of the President or a majority of the Directors. Notice and purpose of such special meetings shall be in writing postmarked at least one week before the meeting.

4.6. Quorum. A Quorum shall consist of a majority of the duly elected Directors and a majority vote of the Directors present shall decide the issues brought before the meeting.

4.7. Compensation and Expenses. Directors shall serve as such without compensation. Expenses incurred in connection with the performance of their official duties may be reimbursed to Directors upon approval of the Board of Directors. A Director shall not be precluded from serving the Corporation in any other capacity nor from receiving compensation for such services.

4.8. Salaries of Corporate Officers. The salaries of the officers shall be fixed by the Board of Directors.

4.9. Removal of Officers. Any Officer may be removed at any time with or without cause upon the unanimous vote of the Board of Directors or upon a majority vote of the Members.

4.10. Vacancies. Any vacancy occurring in the Board of Directors shall be filled by a special election within sixty (60) days of the vacancy. The successor Directors shall be elected by a unanimous vote of the Board of Directors, upon the nomination of the Members.

4.11. Liability. Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

4.12. Indemnification. Directors shall be indemnified by the Corporation to the fullest extent permissible under the laws of Tennessee, and as more specifically laid out in Article X.

ARTICLE V Officers

5.1. Officers. The officers of the Board of Director shall consist of a Chairman of the Board, Vice-Chairman, and Secretary. The officers of the Corporation shall consist of a President and Secretary.

5.2. Election and Term. The officers shall be elected from and by the Board of Directors, upon a majority vote, and shall serve until their respective successors are elected.

5.3. Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Board of Directors except in his/her absence the Vice Chairman shall preside.

5.4. Vice Chairman. The Vice Chairman of the Board shall perform all the duties and have all the powers commonly incident to the office and shall have other powers and perform other duties as may be assigned to him/her by the Board of Directors, and shall preside at the meetings of the Board of Directors when the Chairman directs or in the Chairman's absence.

5.5. President. The President shall perform all the duties and have the powers commonly incident to the two offices and shall carry out the directions of the Board of Directors. In addition, the President shall be responsible for the money and funds of the Corporation and shall deposit such monies and funds in the name of the Corporation in such banking institutions as the Board of Directors may designate. The President shall make, sign, and endorse or cause to be made, signed, and endorsed the name of the Corporation on all checks, drafts, notes and other orders for the payment of money, and pay out and dispose of its funds under the direction of the Board of Directors.

5.6. Secretary. The Secretary of the Board of Directors shall hold the office of Secretary for the Corporation and shall perform all the duties and have all the powers commonly incident to his/her office and shall have other powers and perform other duties as may be assigned to him/her by the Board of Directors. The Secretary shall keep accurate minutes for all meetings and, to the extent ordered by the Board of Directors or the Chairman, the minutes of meetings of all committees. The Secretary shall cause notice to be given of meetings of the Board of Directors and of any committee appointed by the Board. The Secretary shall have custody of all books, records, and papers of the Corporation, except such as shall be in the charge of some other person authorized to have custody and possession thereof by a resolution of the Board of Directors.

5.7. Liability. Corporate Officers shall not be personally liable for the debts, liabilities, or other obligations of the Corporation and shall be immune from suit arising from the conduct of the affairs of the Corporation, however, this provision shall not eliminate or limit the liability of an Officer for any breach of the Officer's duty of loyalty or for acts in bad faith or which involve an intentional misconduct or a knowing violation of law or for unlawful distribution pursuant hereunder T.C.A. §48-58-601.

5.8. Indemnification. Corporate Officers shall be indemnified by the Corporation to the fullest extent permissible under the laws of Tennessee and as more specifically laid out in Article X.

ARTICLE VI Committees

6.1. Establishment. The Board of Directors may create one (1) or more committees of the Board. A committee may consist of one (1) or more natural persons. Except an appointment that would constitute a conflict of interest, members of committees of the Board of Directors may be members of the Board of Directors or other natural persons.

Any such committee, to the extent provided in the resolution of the Board forming the committee, shall have and may exercise any of the powers and authority of the Board, except that no committee shall have any power or authority as to the following: (a) The filling of vacancies on the Board; (b) The adoption, amendment

or repeal of the bylaws; (c) The amendment or repeal of any resolution of the Board; (d) Action on matters committed by the bylaws or by resolution of the Board to another committee of the Board.

If any person who is not a Director is appointed to any committee of the Board, such non-Director shall have no right to vote on any question that would create a binding obligation of the corporation.

Provisions herein which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors, apply to committees of the Board and their members as well.

6.2 Appointment to Committees. Unless otherwise determined by the Board or these bylaws, the president shall have the power to appoint and remove members and chairs of all committees.

6.3 Creation and Composition of Advisory Boards. The Directors may create or authorize the creation of one (1) or more advisory committees whose members need not be Directors. An advisory committee is not a committee of the Board and may not exercise any of the powers of the Board.

ARTICLE VII

Notice

7.1 Notice. Whenever written notice is required to be given to any person, it may be given to such person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or courier service, charges prepaid, or by facsimile transmission or electronic mail, to that person's address (or facsimile number or e-mail address) appearing on the books of the corporation, or in the case of Directors, supplied by that person to the corporation for the purpose of notice. If the notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with the courier service for delivery to such person or, in the case of facsimile or electronic mail when dispatched. Such notice shall specify the place, day and hour of the meeting and any other information which may be required by the TNCA or these bylaws, including, in the case of a special meeting of Directors, the general nature of the business to be transacted.

7.2 Waiver and Electronic Mail. Any required notice may be waived by the written consent of the person entitled to such notice either before or after the time for giving of notice, and attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

7.3 Electronic Mail. Any action which may be done, or is required to be done, in writing under these bylaws or the TNCA, including agreement to a written consent, shall be valid if sent and received by electronic mail.

ARTICLE VIII Prohibitions and Restrictions

8.1 Actions Jeopardizing Tax Status. This corporation shall not take any action or carry on any activity not permitted to be taken or carried on by an organization exempt under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

8.2 Lobbying and Political Activities. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office whatsoever. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

8.3 Prohibited Distributions. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its Directors, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the corporation's purposes set forth herein.

8.4 Non-Discrimination. In the conduct of all aspects of its activities, the corporation shall not discriminate on the grounds of race, sex, age, religion, color, national origin or disability.

8.5 Conflicts of Interest. A conflict of interest occurs when a person under a duty to promote the interests of the corporation (a "fiduciary") is in a position to promote a competing interest instead. Fiduciaries include all corporation employees, Members, Directors or officers, and members of any corporation committee. Undisclosed or unresolved conflicts of interest are a breach of the duty to act in the best interests of the corporation and work to the detriment of the corporation.

(a) Discharging Conflicts of Interest. All conflicts of interest must be disclosed to the Board of Directors. After disclosure is made, the individual with a conflicting interest must not participate in judging the merits of that interest. That is, such individual must abstain from voting on, or recommending a course of action with respect to, the situation giving rise to the conflict. When these are done, the conflict of interest has been properly discharged.

(b) Preventing Conflict Situations. The corporation, through the Board of Directors, shall encourage all fiduciaries to prevent conflicts of interest where possible.

- 1 Fiduciaries should refuse to enter into self-dealing relationships with the corporation as a vendor.
- 2 Fiduciaries should not accept anything but gifts of insubstantial value from vendors.

3 The lending of employees to, or acceptance of loaned employees from, other organizations should be avoided. If done, however, a clearly drafted contract defining wages, responsibilities, indemnification and conditions of employment is required.

4 Fund raisers should be advised not to recommend that making any donation to the corporation is in the best interests of a donor.

5 Financial, tax, and legal aspects of giving to the corporation should be discussed with a donor only when the donor has independent financial, tax or legal counsel present.

6 Donors who plan to make a sizeable gift in response to a personal solicitation should be encouraged to act only with the advice of independent counsel.

7 A fiduciary should not participate in any way to submit, review, process or make a recommendation concerning a funding proposal on behalf of any potential or actual grant recipient which employs him or her or with which the fiduciary is affiliated or related, or concerning a funding proposal for a project in which the fiduciary will participate.

8.6 Litigation. The corporation shall not be a voluntary party in any litigation without the prior written approval of the Members.

8.7 Violations of Biblical Principles. The corporation and any Member, Director, officer, employee or agent of the corporation are prohibited from engaging in activities that violate the biblical principles of the Christian Protestant Bible. The corporation and any Director, officer, employee or agent of the corporation are prohibited from promoting, condoning, or permitting activities to take place in facilities owned, leased, or controlled by the corporation that violate biblical principles. All ecclesiastical power and authority relative to this corporation and its property shall be exercised by the Board of Directors, and the decisions thus made are subject to no reversal or amendment by any other ecclesiastical body whatsoever.

ARTICLE IX Other Financial Matters

9.1 Property of the Corporation. The title to all property of the corporation, both real and personal, shall be vested in the corporation.

9.2 Dedication of Assets. The property of this corporation is irrevocably dedicated to tax exempt purposes under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, and no part of the net income or assets of this organization shall ever inure to the benefit of the founder, any Member, Director, officer or employee thereof or to the benefit of any private persons.

9.3 Disposition Upon Dissolution. Upon the dissolution or winding up of the corporation, or in the event it shall cease to engage in carrying out the purposes and goals set forth in these bylaws, all of the business, properties, assets and income of the corporation remaining after payment, or provision for payment, of all debts and liabilities of this corporation, shall be distributed to Friendship World Outreach, Inc. (a church), a Tennessee nonprofit religious public benefit corporation, if recognized as a tax-exempt under the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, located at Waverly, Humphreys County, Tennessee, or to its successor, or otherwise as provided in the articles of incorporation.

9.4 Contracts. The Board of Directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. Such authority may be general or confined to a specific instance. Unless so authorized by the Board of Directors, no officer, agent, or employee

shall have any power or authority to bind the corporation by any contract or engagement, or to pledge its credit, or render it pecuniarily liable for any purpose or to any amount. When the execution of any contract or other instrument has been authorized by the Board of Directors without specification of the executing officer, the president, either alone or with the secretary or any assistant secretary, may execute the same in the name of, and on behalf of, the corporation, and any such officer may affix the corporate seal (if any) of the corporation thereto.

9.5 Voting Stock Owned by the Corporation. The Board of Directors, upon unanimous written consent of the Members, may by resolution provide for the designation of the person who shall have full power and authority on behalf of the corporation to vote either in person or by proxy at any meeting of the security holders of any corporation or other entity in which this corporation may hold voting stock or other securities, and may further provide that at any such meeting such person may possess and exercise all of the rights and powers incident to the ownership of such voting securities which, as the owner thereof, this corporation might have possessed and exercised if present. The Board of Directors, upon full written consent of the Members, may revoke any such powers as granted at its pleasure.

9.6 Financial Accounts. The corporation may establish one or more checking accounts, savings accounts or investment accounts with appropriate financial entities or institutions as determined in the discretion of the Board of Directors to hold, manage or disburse any funds for the corporation's purposes. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer(s) or agent(s) of the corporation, and in such manner, as is determined by the Board of Directors from time to time.

9.7 Appointment and Employment of Advisors. The Board may from time to time appoint, as advisors, persons whose advice, assistance and support may be deemed helpful in determining policies and formulating programs for carrying out the corporation's purposes. The Board is authorized to employ such persons, including attorneys, accountants, agents and assistants as in its opinion are needed for the administration of the corporation and to pay reasonable compensation for services and expenses thereof.

9.8 Financial Statements and Reports. An accountant or accounting firm appointed or approved by the Board shall at such time as the Board determines prepare for the corporation financial statements, including a statement of combined capital assets and liabilities, a statement of revenues, expenses and distributions, and such other additional reports or information as may be ordered from time to time by the Board. The accountant or accounting firm shall also prepare such financial data as may be necessary for returns or reports required by state or federal government to be filed by the corporation. Accounting charges and expenses shall be proper expenses of administration.

9.9 Limitations on Debt. No debt shall be incurred by the corporation and no evidence of indebtedness shall be issued in the name of the corporation unless authorized by the Members or Board of Directors. Specifically, without limitation, no loan shall be made to any officer or Director of the corporation. Any Director or officer who assents to or participates in the making of any such loan shall be liable, in addition to the borrower, for the full amount of the loan until it is fully repaid.

9.10 Fiscal Year. The fiscal year of the corporation shall be from January 1 to December

ARTICLE X Indemnification

10.1 Indemnification Available. Subject to the provisions hereof and the TNCA, the corporation shall indemnify (but only to the extent not paid or reimbursed by insurance or any other third party) existing and former Members, Directors, officers, employees and agents against all expenses incurred by them, including, but not limited to, legal fees, judgments, penalties and amounts paid in settlement or compromise which may arise or be incurred, rendered, or levied in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of services or employment as Member, Director, officer, employee or agent of the corporation, whether or not any action is or has been filed against them and whether or not any settlement or compromise is approved by a court.

10.2 Determination That Indemnification Is Proper. Whenever any existing or former Member, Director, officer, employee or agent shall report to the chief executive officer of the corporation or to the chairman of the Board of Directors that he or she has incurred or may incur expenses, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise in a legal action brought or threatened against him or her for or on account of any action or omission alleged to have been committed by him or her while acting within the scope of his or her services or employment as a Member, Director, officer, employee or agent of the corporation, the Board of Directors shall, at its next regular or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent. If the Board of Directors determine in good faith that such person did not act, failed to act, or refused to act willfully or with gross negligence or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, indemnification shall be mandatory (but only to the extent not paid or reimbursed by insurance or any other third party) and shall be automatically extended as specified herein; provided, however, the corporation may refuse indemnification in any instance in which the person to whom indemnification would otherwise have been applicable shall have unreasonably refused to permit the corporation at its own expense and through counsel of its own choosing, to defend him or her in the action. The Directors may authorize and further extend indemnification for amounts not paid or reimbursed by insurance or other third parties. Except as provided in this article, the corporation shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by the person without authorization by the Board of Directors.

10.3 Indemnification Not Allowed. The corporation may not indemnify a Member or Director (1) in connection with a proceeding by or in the right of the corporation in which the Member or Director was adjudged liable to the corporation; (2) in connection with any other proceeding charging improper personal benefit to the Member or Director, whether or not involving action in the Member's or Director's official capacity, in which the Member or Director were adjudged liable on the basis that personal benefits were improperly received by the Member or Director; (3) for any breach of the Member's or Director's duties of loyalty to the corporation; (4) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (5) for receipt of a financial benefit to which the Member or Director is not entitled; (6) for intentional infliction of harm; (7) for approval to consent to an unlawful distribution; (8) for intentional violation of a criminal law.

10.4 Proportionate Indemnity. If a person is entitled to indemnification under this article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

10.5 Insurance. The corporation shall have power to procure insurance on behalf of any person who is or was a Member, Director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a Member, Director, officer, employee or agent of another nonprofit, business or foreign corporation, partnership, joint venture or other enterprise against any liability asserted against or incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this article.

10.6 Changes in Tennessee Law. If there is any change of the Tennessee statutory provisions applicable to the corporation relating to the subject matter of this article, then the indemnification to which any person shall be entitled under this article shall be determined by the changed provisions, but only to the extent that the change permits the corporation to provide broader indemnification rights than the provisions permitted the corporation to provide before the change. Subject to this article, the Members are authorized to amend these bylaws to conform to any such changed statutory provisions.

10.7 Amendment or Repeal of Article. No amendment or repeal of this article shall apply to or have any effect on any Member, Director, officer, employee, or agent of the corporation for or with respect to any acts or omissions of the Member, Director, officer, employee, or agent occurring before the amendment or repeal.

10.8 Impact of Tax Exempt Status. The rights to indemnification set forth in this article are expressly conditioned upon such rights not violating the corporation's status as a tax exempt organization described in section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE XI Amendments

11.1 Charter. The charter of the corporation may be amended or restated by a majority of all Members at a duly convened meeting of Members after not less than 7 days notice of such purpose has been given, including a copy of the proposed amendment or a summary of the changes to be effected thereby, provided that no such amendment shall be effective without the approval of the founder so long as the founder is a member of the corporation.

11.2 Bylaws. The bylaws of the corporation may be adopted, amended, or repealed by a majority of all Members at a duly convened meeting of Members after not less than 7 days' notice of such purpose has been given, including a copy of the proposed amendment or a summary of the changes to be effected thereby, provided that no such amendment shall be effective without the approval of the founder so long as the founder is a member of the corporation.

11.3 Inspection of Bylaws. The original or copy of these bylaws, as amended or otherwise altered to date, certified by the secretary, shall at all times be kept in the principal office of the corporation for the transaction of business, and shall be open to inspection by the officers, Directors and Members at all reasonable times during office hours.

ARTICLE XII Miscellaneous

12.1 Policies. The Board shall adopt policies dealing with conflicts of interest, whistleblower protection, and document retention and destruction.

12.2 Headings. In interpreting these bylaws, the headings of articles shall not be controlling.

12.3 Gifts. The Board of Directors of this Corporation may accept on behalf of the Corporation, any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

12.4 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January of each year and shall end on the last day of December next following.

DATED this 22nd day of June 2017.

Josh Hannah
Josh Hannah, Authorized Member

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

LOCATIONS

Listed below are the areas in which we provide services. Visit hopecm.com for more

Kailua, Hawaii

Oklahoma

Tennessee

Texas

Virginia

Wales (UK)

Future Locations

Missouri

Montana

North Carolina

Pennsylvania



WEEKENDS

Weekends at the Hope Center revolve around family involvement and activities that teach the residents how to enjoy life without the use of drugs and alcohol. Each Center provides a gym membership and a schedule of staff-supervised activities that includes bowling, movies, spa days, and much more.

APPLY ONLINE

Applying for residency at one of our locations for yourself or for someone else is simple.

Visit our online application at

hopecm.com/findhope

After submitting your application, a member of our Admissions team will be in contact with you.

CONTACT

Hope Center Corporate Office

1510 N Clydeton Rd
Waverly, TN 37185

866.396.HOPE (4673)

MOBILE APP

Download the Hope Center Ministries Mobile App!

Search for "Hope Center Ministries" on the Google Play Store or the Apple App Store. Connect with us, stay updated with events, enjoy devotionals and recovery-centered tools, and more.



Hope Center Ministries

YOU

ARE

NOT

WITHOUT

HOPE.



Restoring Lives
Restoring Families
Restoring Communities

A Christ-Centered Addiction Recovery Program

WWW.HOPECM.COM

A Christ-Centered Recovery Program

OUR PROGRAM

Minimum Length of Stay (8 Months) is Broken into the Following Phases:

Phase I

8 Month Program Phase I Length of Phase: 6 Weeks
Indigent Work Program-IWP: 6 Weeks

This phase includes intensive classroom time, which allows the residents to enjoy thorough bible studies and regular counseling sessions, as well as to study a wide variety of bible-based curriculum.

Phase II

8 Month Program Phase II Length of Phase: 20 Weeks
Indigent Work Program-IWP: 38 Weeks

This phase is designed for residents to learn the responsibilities and importance of working a full day, while still putting God and their recovery first. This phase also serves to generate income that helps us to keep our monthly fees at a minimum.

Phase III

8 Month Phase III Length of Phase: 8 Weeks
Indigent Work Program-IWP: 8 Weeks

In this phase, the resident will move into an extended living setting. They will be introduced back into society while maintaining their recovery. Residents will be required to attend Celebrate Recovery meetings, family support groups, and two church services every week.

WHAT WE OFFER

- 24 Hour Supervision
- Christian Discipleship
- Group Counseling
- Urine Drug Screening
- Court Liaison Services
- Faith-Based Support Groups
- Individual Mentoring
- Transportation
- Case Management
- Housing
- Support Plan
- After Care Plan
- Celebrate Recovery Curriculum

One of the visions of our ministry is to offer a low-cost, Christ Centered alternative to secular treatment facilities, which can cost several thousands of dollars per month.

Our program fees only cover a fraction of the expenses required for a residential inpatient program. By utilizing fundraising, private donations, community support, funds generated through our work program, and grants we are able to keep the out of pocket cost down for our residents.

Hawaii – 8 Month Program; \$1000 Month
Mainland 8 Month Program; \$700 Month
12 Month Indigent Work Program – IWP;



WWW.HOPECM.COM

WHO WE ARE

Hope Center Ministries is a nonprofit organization that operates a Christ-centered recovery program for alcoholics and addicts. President & Founder Josh Hannah founded the Hope Center in 2007 with the intention of providing a practical and effective solution to the epidemic of addiction in our society.

The Purpose of Hope Center Ministries is to provide men and women with the opportunity to overcome their drug and alcohol addiction through their faith.

Our Program is designed to show these individuals how to find peace and lasting freedom from their addictions through a personal relationship with Jesus Christ.

We Offer an Indigent Work Program (IWP) that is available for applications who cannot afford the monthly payments for treatment.

To find out how you can support

Hope Center Ministries

VISIT US AT WWW.HOPECM.COM

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2018
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2018 calendar year, or tax year beginning and ending

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization: **HOPE CENTER MINSTRIES, INC.**

Doing business as: _____
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **20-8934436**
P.O. BOX 686 **931-296-9711**

City or town, state or province, country, and ZIP or foreign postal code: **WAVERLY TN 37185**

D Employer identification number: _____
E Telephone number: _____
G Gross receipts \$: **4,038,400**

F Name and address of principal officer:
JOSHUA HANNAH
P.O. BOX 686
WAVERLY TN 37185

H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
 If "No," attach a list. (see instructions)

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: **HOPECM.COM** **H(c)** Group exemption number ▶ _____

K Form of organization: Corporation Trust Association Other ▶ _____
L Year of formation: **2007** **M** State of legal domicile: **TN**

Part I Summary

1 Briefly describe the organization's mission or most significant activities: SEE SCHEDULE O			
2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.			
Activities & Governance	3 Number of voting members of the governing body (Part VI, line 1a)	3	5
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	3
	5 Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	56
	6 Total number of volunteers (estimate if necessary)	6	0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	5,008
	7b Net unrelated business taxable income from Form 990-T, line 38	7b	4,008
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	576,393	702,334
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	1,884,936	2,959,495
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	11,778	-5,254
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	170,920	261,366
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	2,644,027	3,917,941
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	950,606	1,272,636
	16a Professional fundraising fees (Part IX, column (A), line 11e)		0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 0		
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	1,235,712	1,667,992
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	2,186,318	2,940,628
Net Assets or Fund Balances	19 Revenue less expenses. Subtract line 18 from line 12	457,709	977,313
	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	2,443,176	3,725,989
	22 Net assets or fund balances. Subtract line 21 from line 20	1,264,366	1,569,866
		1,178,810	2,156,123

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer: **DOROTHY PARKER** CFO
 Date: _____
 Type or print name and title

Paid Preparer Use Only

Print/type preparer's name: **SARAH C. HARDEE CPA** Preparer's signature: _____ Date: **11/11/19** Check if self-employed PTIN: **P00546174**

Firm's name: **PATTERSON HARDEE & BALLENTINE PC** Firm's EIN: **45-0784806**
 Firm's address: **1889 GENERAL GEORGE PATTON DR, SUITE 200 FRANKLIN, TN 37067-6294** Phone no.: **615-750-5537**

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990** (2018)

DAA

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

180709
Hope Center Ministries, Inc.

2018 Government

Public Inspection Copy

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

SEE SCHEDULE O

Public Inspection Copy

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 2,152,524 including grants of \$) (Revenue \$)
THERE ARE TWO PHASES TO THE IN-HOUSE PROGRAM WHICH LASTS FOR SIX MONTHS AND THEN A TWO MONTH COMMUNITY LIVING PHASE BEFORE A PERSON CAN GRADUATE. PROGRAM PHASES ARE DESIGNED TO HELP RESIDENTS TO ACHIEVE AN ADDICTION FREE LIFESTYLE. HOPE CENTER MINISTRIES ENDEAVORS TO HELP MEN AND WOMEN BECOME MENTALLY SOUND, EMOTIONALLY BALANCED, SOCIALLY ADJUSTED, PHYSICALLY WELL AND SPIRITUALLY ALIVE.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)
N/A

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)
N/A

4d Other program services (Describe in Schedule O.)
(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 2,152,524

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	X	
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII		X
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX		X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III		X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Board))

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question number, Yes, No. Rows 22-38. Includes questions about grants, compensation, tax-exempt bonds, and Section 501(c)(3) organizations.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with 3 columns: Question number, Yes, No. Rows 1a, 1b, 1c. Includes questions about Form 1096, Forms W-2G, and backup withholding rules.

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 56		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note.</i> If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	X	
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O	X	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
b	If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		X
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note.</i> See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	X

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year. If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
1b	Enter the number of voting members included in line 1a, above, who are independent.		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		<input checked="" type="checkbox"/>
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		<input checked="" type="checkbox"/>
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		<input checked="" type="checkbox"/>
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		<input checked="" type="checkbox"/>
6	Did the organization have members or stockholders?		<input checked="" type="checkbox"/>
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		<input checked="" type="checkbox"/>
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		<input checked="" type="checkbox"/>
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	<input checked="" type="checkbox"/>	
b	Each committee with authority to act on behalf of the governing body?	<input checked="" type="checkbox"/>	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.		<input checked="" type="checkbox"/>

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		<input checked="" type="checkbox"/>
10b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	<input checked="" type="checkbox"/>	
11b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13.	<input checked="" type="checkbox"/>	
12b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		<input checked="" type="checkbox"/>
12c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done.	<input checked="" type="checkbox"/>	
13	Did the organization have a written whistleblower policy?	<input checked="" type="checkbox"/>	
14	Did the organization have a written document retention and destruction policy?	<input checked="" type="checkbox"/>	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
15a	The organization's CEO, Executive Director, or top management official.	<input checked="" type="checkbox"/>	
15b	Other officers or key employees of the organization. If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).	<input checked="" type="checkbox"/>	
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		<input checked="" type="checkbox"/>
16b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed **TN**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)
- 19** Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records **DOROTHY PARKER PO BOX 686 TN 37185 931-296-9711 WAVERLY**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) JOSHUA HANNAH EXECUTIVE DIRECTOR	40.00 0.00	X		X			98,400	0	0	
(2) JOHN CURTIS MEMBER	1.00 0.00	X					0	0	0	
(3) KENNY PARKER MEMBER	1.00 0.00	X					0	0	0	
(4) CONRAD LOWE MEMBER	1.00 0.00	X					0	0	0	
(5) DOROTHY PARKER CFO	40.00 0.00			X			36,400	0	0	
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c 68,362					
	d Related organizations	1d					
	e Government grants (contributions)	1e 16,790					
	f All other contributions, gifts, grants, and similar amounts not included above	1f 617,182					
	g Noncash contributions included in lines 1a-1f: \$	42,310					
	h Total. Add lines 1a-1f		702,334				
Program Service Revenue	2a WORK CREW	Busn. Code	2,162,894	2,162,894			
	b FEES		646,767	646,767			
	c THRIFT STORE		149,834	149,834			
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f		2,959,495				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		2,052			2,052	
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6a Gross rents	(i) Real	22,825				
		(ii) Personal					
	b Less: rental exps.						
	c Rental inc. or (loss)	22,825					
	d Net rental income or (loss)		22,825	22,825			
	7a Gross amount from sales of assets other than inventory	(i) Securities					
		(ii) Other	12,408				
		b Less: cost or other basis & sales exps.					
		c Gain or (loss)	19,714				
	d Net gain or (loss)		-7,306	-7,306			
	8a Gross income from fundraising events (not including \$ 68,362 of contributions reported on line 1c). See Part IV, line 18	a	276,880				
		b Less: direct expenses	100,745				
c Net income or (loss) from fundraising events			176,135				
9a Gross income from gaming activities. See Part IV, line 19	a						
	b Less: direct expenses						
	c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances	a						
	b Less: cost of goods sold						
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Busn. Code					
11a OTHER INCOME			57,398	57,398			
b NOTE RECEIVABLE INTEREST		522220	5,008		5,008		
c							
d All other revenue							
e Total. Add lines 11a-11d			62,406				
12 Total revenue. See instructions.			3,917,941	3,032,412	5,008	2,052	

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.				
2	Grants and other assistance to domestic individuals. See Part IV, line 22.				
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees	134,800	77,517	57,283	
6	Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages	1,053,012	605,538	447,474	
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9	Other employee benefits				
10	Payroll taxes	84,824	48,778	36,046	
11	Fees for services (non-employees):				
a	Management	38,054		38,054	
b	Legal				
c	Accounting				
d	Lobbying				
e	Professional fundraising services. See Part IV, line 17				
f	Investment management fees				
g	Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12	Advertising and promotion	7,899		7,899	
13	Office expenses	132,970	124,781	8,189	
14	Information technology				
15	Royalties				
16	Occupancy	55,930	48,730	7,200	
17	Travel				
18	Payments of travel or entertainment expenses for any federal, state, or local public officials				
19	Conferences, conventions, and meetings				
20	Interest	83,572	83,572		
21	Payments to affiliates				
22	Depreciation, depletion, and amortization	121,999	121,999		
23	Insurance	93,288	47,871	45,417	
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	REPAIRS AND MAINTENANCE	193,505	172,491	21,014	
b	UTILITIES	173,728	153,541	20,187	
c	MINISTRY EXPENSES	163,092	142,150	20,942	
d	RECREATIONAL ACTIVITIES	145,427	145,427		
e	All other expenses	458,528	380,129	78,399	
25	Total functional expenses. Add lines 1 through 24e	2,940,628	2,152,524	788,104	0
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash—non-interest bearing	547,498	1	968,301
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	225,940
	4 Accounts receivable, net	130,489	4	184,703
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7 Notes and loans receivable, net	72,068	7	68,923
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges		9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 2,693,215		
	b Less: accumulated depreciation	10b 443,196		
		1,692,316	10c	2,250,019
	11 Investments—publicly traded securities		11	
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
15 Other assets. See Part IV, line 11	805	15	28,103	
16 Total assets. Add lines 1 through 15 (must equal line 34)	2,443,176	16	3,725,989	
Liabilities	17 Accounts payable and accrued expenses	55,239	17	24,067
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties	1,209,127	23	1,545,799
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	1,264,366	26	1,569,866
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	957,740	27	1,840,977
	28 Temporarily restricted net assets	221,070	28	315,146
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances	1,178,810	33	2,156,123	
34 Total liabilities and net assets/fund balances	2,443,176	34	3,725,989	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	3,917,941
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,940,628
3	Revenue less expenses: Subtract line 2 from line 1	3	977,313
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	1,178,810
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	2,156,123

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

- 1** Accounting method used to prepare the Form 990: Cash Accrual Other
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a** Were the organization's financial statements compiled or reviewed by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- b** Were the organization's financial statements audited by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- c** If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- 3a** As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?
- b** If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits.

	Yes	No
2a		X
2b		X
2c		
3a		
3b		

Form **990** (2018)

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2018

Open to Public Inspection

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Department of the Treasury
Internal Revenue Service

Name of the organization

HOPE CENTER MINSTRIES, INC.

Employer identification number

20-8934436

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations _____
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule A (Form 990 or 990-EZ) 201

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi) (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 7 columns: (a) 2014, (b) 2015, (c) 2016, (d) 2017, (e) 2018, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person; 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: (a) 2014, (b) 2015, (c) 2016, (d) 2017, (e) 2018, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 9 Net income from unrelated business activities; 10 Other income. Do not include gain or loss from the sale of capital assets; 11 Total support. Add lines 7 through 10.

12 Gross receipts from related activities, etc. (see instructions) 12
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f)) 14 %
15 Public support percentage from 2017 Schedule A, Part II, line 14 15 %
16a 33 1/3% support test—2018. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization
16b 33 1/3% support test—2017. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization
17a 10%-facts-and-circumstances test—2018. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization
17b 10%-facts-and-circumstances test—2017. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	284,644	258,092	171,423	576,393	702,334	1,992,886
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	100,942	1,329,634	1,748,876	2,147,015	3,316,598	8,643,065
3 Gross receipts from activities that are not an unrelated trade or business under section 513	1,241,004	1,218,457	1,510,701			3,970,162
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	1,626,590	2,806,183	3,431,000	2,723,408	4,018,932	14,606,113
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						14,606,113

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6	1,626,590	2,806,183	3,431,000	2,723,408	4,018,932	14,606,113
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	10,860	18,303	17,651	448	2,052	49,314
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	10,860	18,303	17,651	448	2,052	49,314
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on				3,333	4,008	7,341
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	1,637,450	2,824,486	3,448,651	2,727,189	4,024,992	14,662,768
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f))	15	99.61%
16 Public support percentage from 2017 Schedule A, Part III, line 15	16	99.49%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2018 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2017 Schedule A, Part III, line 17	18	1%

- 19a **33 1/3% support tests—2018.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization
- b **33 1/3% support tests—2017.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization
- 20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b	Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c	Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer 10b below.		
b	Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

Part IV Supporting Organizations (continued)

- 11 Has the organization accepted a gift or contribution from any of the following persons?
 - a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?
 - b A family member of a person described in (a) above?
 - c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.

	Yes	No
11a		
11b		
11c		

Section B. Type I Supporting Organizations

- 1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.
- 2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.

	Yes	No
1		
2		

Section C. Type II Supporting Organizations

- 1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).

	Yes	No
1		

Section D. All Type III Supporting Organizations

- 1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?
- 2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).
- 3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.

	Yes	No
1		
2		
3		

Section E. Type III Functionally-Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).
 - a The organization satisfied the Activities Test. Complete line 2 below.
 - b The organization is the parent of each of its supported organizations. Complete line 3 below.
 - c The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).

2 Activities Test. Answer (a) and (b) below.

- a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.
- b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.
- 3 Parent of Supported Organizations. Answer (a) and (b) below.
 - a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.
 - b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.

	Yes	No
2a		
2b		
3a		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2018 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2018	(iii) Distributable Amount for 2018
1 Distributable amount for 2018 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2018 (reasonable cause required-explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2018			
a From 2013			
b From 2014			
c From 2015			
d From 2016			
e From 2017			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2018 distributable amount			
i Carryover from 2013 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2018 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2018 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2019. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2014			
b Excess from 2015			
c Excess from 2016			
d Excess from 2017			
e Excess from 2018			

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part VI Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Public Inspection Copy

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Schedule B
(Form 990, 990-EZ,
or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

OMB No. 1545-0047

2018

▶ **Attach to Form 990, Form 990-EZ, or Form 990-PF.**
▶ **Go to www.irs.gov/Form990 for the latest information.**

Name of the organization

Employer identification number

HOPE CENTER MINSTRIES, INC.

20-8934436

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(**3**) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33¹/₃% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Board))

Name of organization

HOPE CENTER MINSTRIES, INC.

Employer identification number

20-8934436

Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1		\$ 14,875	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2		\$ 5,600	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3		\$ 47,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4		\$ 25,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5		\$ 40,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
6		\$ 11,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization

Employer identification number

HOPE CENTER MINSTRIES, INC.

20-8934436

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors...?, 6 Did the organization inform all grantees...?

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Description, Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization, 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution..., 3 Number of conservation easements modified..., 4 Number of states where property subject to conservation easement is located..., 5 Does the organization have a written policy..., 6 Staff and volunteer hours devoted..., 7 Amount of expenses incurred..., 8 Does each conservation easement reported..., 9 In Part XIII, describe how the organization reports...

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: Description, Amount. Rows include: 1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report..., 1b If the organization elected, as permitted under SFAS 116 (ASC 958), to report..., 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain...

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange programs
 - e Other
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII Yes No

Part V Endowment Funds.

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment %
 - b Permanent endowment %
 - c Temporarily restricted endowment %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- (i) unrelated organizations Yes No
 - (ii) related organizations Yes No
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? Yes No
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		402,545		402,545
b Buildings		1,583,691	214,946	1,368,745
c Leasehold improvements		378,755	52,353	326,402
d Equipment		328,224	175,897	152,327
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				2,250,019

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

Table with 3 columns: (a) Description of security or category, (b) Book value, (c) Method of valuation. Rows include (1) Financial derivatives, (2) Closely-held equity interests, (3) Other (A-H).

Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.)

Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

Table with 3 columns: (a) Description of investment, (b) Book value, (c) Method of valuation. Rows numbered (1) through (9).

Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.)

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

Table with 2 columns: (a) Description, (b) Book value. Rows numbered (1) through (9).

Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

Table with 2 columns: (a) Description of liability, (b) Book value. Row 1: Federal income taxes. Rows numbered 1 through 9.

Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII [X]

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements	1	3,946,984
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
a	Net unrealized gains (losses) on investments	2a	
b	Donated services and use of facilities	2b	29,043
c	Recoveries of prior year grants	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	29,043
3	Subtract line 2e from line 1	3	3,917,941
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5	3,917,941

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements	1	2,969,671
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
a	Donated services and use of facilities	2a	29,043
b	Prior year adjustments	2b	
c	Other losses	2c	
d	Other (Describe in Part XIII.)	2d	
e	Add lines 2a through 2d	2e	29,043
3	Subtract line 2e from line 1	3	2,940,628
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a	
b	Other (Describe in Part XIII.)	4b	
c	Add lines 4a and 4b	4c	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	2,940,628

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X - FIN 48 FOOTNOTE

WE ARE EXEMPT FROM INCOME TAXES UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE AND QUALIFY FOR CHARITABLE DEDUCTION. WE ARE NOT CLASSIFIED AS A PRIVATE ORGANIZATION.

IN ACCOUNTING FOR UNCERTAIN INCOME TAXES, WE RECOGNIZED A TAX POSITION AS A BENEFIT ONLY IF IT IS "MORE LIKELY THAN NOT" THE TAX POSITION WOULD BE SUSTAINED IN A TAX EXAMINATION, WITH A TAX EXAMINATION BEING PRESUMED TO OCCUR. THE AMOUNT RECOGNIZED IS THE LARGEST AMOUNT OF TAX BENEFIT GREATER THAN 50 PERCENT LIKELY OF BEING REALIZED ON EXAMINATION. FOR TAX POSITIONS NOT MEETING THE "MORE LIKELY THAN NOT" TEST, NO TAX BENEFIT IS RECORDED. AT DECEMBER 31, 2018, WE HAVE NO UNCERTAIN TAX POSITIONS.

WE RECOGNIZED INTEREST AND PENALTIES RELATED TO UNRECOGNIZED TAX BENEFITS

Part XIII Supplemental Information (continued)

IN INTEREST AND INCOME TAX EXPENSE, RESPECTIVELY. WE HAVE NO AMOUNTS ACCRUED FOR INTEREST OR PENALTIES AS OF DECEMBER 31, 2018. WE ARE NO LONGER SUBJECT TO EXAMINATION BY U.S FEDERAL AND STATE TAXING AUTHORITIES FOR FISCAL YEARS ENDING BEFORE 2015.

PART XI, LINE 4B - REVENUE AMOUNTS INCLUDED ON RETURN - OTHER

DIFFERENCE DUE TO ROUNDING \$ 0

PART XII, LINE 4B - EXPENSE AMOUNTS INCLUDED ON RETURN - OTHER

DIFFERENCE DUE TO ROUNDING \$ 0

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

**SCHEDULE G
(Form 990 or 990-EZ)**

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

2018

Department of the Treasury
Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

Open to Public Inspection

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

HOPE CENTER MINSTRIES, INC.

Employer identification number

20-8934436

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1. Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
Total							

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events	
		GALA - WAVERLY (event type)	GOLF TOURNAMENT (event type)	6 (total number)	(add col. (a) through col. (c))	
Revenue	1	Gross receipts	131,692	54,444	159,106	345,242
	2	Less: Contributions	19,222		49,140	68,362
	3	Gross income (line 1 minus line 2)	112,470	54,444	109,966	276,880
Direct Expenses	4	Cash prizes			10,570	10,570
	5	Noncash prizes	5,976	1,707	11,235	18,918
	6	Rent/facility costs	250	5,112	6,988	12,350
	7	Food and beverages	1,978	1,227	22,784	25,989
	8	Entertainment				
	9	Other direct expenses	7,771	9,206	13,733	30,710
	10	Direct expense summary. Add lines 4 through 9 in column (d)				
11	Net income summary. Subtract line 10 from line 3, column (d)					178,343

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))	
		1	Gross revenue			
Direct Expenses	2	Cash prizes				
	3	Noncash prizes				
	4	Rent/facility costs				
	5	Other direct expenses				
	6	Volunteer labor	<input type="checkbox"/> Yes <input type="checkbox"/> No %	<input type="checkbox"/> Yes <input type="checkbox"/> No %	<input type="checkbox"/> Yes <input type="checkbox"/> No %	
7	Direct expense summary. Add lines 2 through 5 in column (d)					
8	Net gaming income summary. Subtract line 7 from line 1, column (d)					

9 Enter the state(s) in which the organization conducts gaming activities: _____
 a Is the organization licensed to conduct gaming activities in each of these states? Yes No

b If "No," explain: _____

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No

b If "Yes," explain: _____

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2018

**Open To Public
Inspection**

Department of the Treasury
Internal Revenue Service

- ▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization

Employer identification number

HOPE CENTER MINSTRIES, INC.

20-8934436

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art — Works of art				
2 Art — Historical treasures				
3 Art — Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles	X	11	42,310	FMV
7 Boats and planes				
8 Intellectual property				
9 Securities — Publicly traded				
10 Securities — Closely held stock				
11 Securities — Partnership, LLC, or trust interests				
12 Securities — Miscellaneous				
13 Qualified conservation contribution — Historic structures				
14 Qualified conservation contribution — Other				
15 Real estate — Residential				
16 Real estate — Commercial				
17 Real estate — Other				
18 Collectibles				
19 Food inventory				
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ▶ ()				
26 Other ▶ ()				
27 Other ▶ ()				
28 Other ▶ ()				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement

29

30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?

	Yes	No
30a		X
31		X
32a		X

b If "Yes," describe the arrangement in Part II.

31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?

32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?

b If "Yes," describe in Part II.

33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) 2018

Part II Supplemental Information. Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

Public Inspection Copy

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No. 1545-0047

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

2018

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 990 or 990-EZ.

Open to Public Inspection

▶ Go to www.irs.gov/Form990 for the latest information.

Name of the organization

HOPE CENTER MINSTRIES, INC.

Employer identification number

20-8934436

FORM 990 - ORGANIZATION'S MISSION OR MOST SIGNIFICANT ACTIVITIES

OUR VISION IS TO HELP PEOPLE STRUGGLING WITH DRUG AND ALCOHOL ADDICTION FIND THE HOPE THAT ONLY JESUS CHRIST CAN BRING. HOPE CENTER MINISTRIES IS NOT JUST ABOUT GETTING SOBER BUT ABOUT HELPING THESE MEN AND WOMEN FIND A NEW LIFE IN JESUS. WITH THIS NEW LIFE COMES A NEW PLAN AND PURPOSE WITHOUT DRUGS AND ALCOHOL.

FORM 990 - ORGANIZATION'S MISSION

OUR VISION IS TO HELP PEOPLE STRUGGLING WITH DRUG AND ALCOHOL ADDICTION FIND THE HOPE THAT ONLY JESUS CHRIST CAN BRING. HOPE CENTER MINISTRIES IS NOT JUST ABOUT GETTING SOBER BUT ABOUT HELPING THESE MEN AND WOMEN FIND A NEW LIFE IN JESUS. WITH THIS NEW LIFE COMES A NEW PLAN AND PURPOSE WITHOUT DRUGS AND ALCOHOL.

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990
THE BOARD RECEIVES A DRAFT COPY, REVIEWS AND APPROVES THE FORM 990 BEFORE IT IS FILED.

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY
THE ORGANIZATION DOES NOT REGULARLY MONITOR AND/OR ENFORCE COMPLIANCE TO THE POLICY. AT ANY GIVEN TIME, IF THERE IS A CONFLICT OF INTEREST THAT ARISES WITHIN THE BOARD OR OFFICERS, THE ISSUE WOULD BE ADDRESSED IN THE QUARTERLY BOARD MEETING AND HANDLED PROPERLY.

FORM 990, PART VI, LINE 15A - COMPENSATION PROCESS FOR TOP OFFICIAL

Name of the organization

HOPE CENTER MINSTRIES, INC.

Employer identification number

20-8934436

COMPENSATION PROCESS FOR TOP OFFICIAL ALL COMPENSATION IS DETERMINED BY THE SENIOR DIRECTOR AND APPROVED BY THE BOARD OF DIRECTORS. ALL WAGES ARE BELOW WHAT WOULD BE FOUND USING CONTEMPORANEOUS SUBSTANTIATION AS A BASIS FOR DETERMINATION.

FORM 990, PART VI, LINE 15B - COMPENSATION PROCESS FOR OFFICERS
 COMPENSATION PROCESS FOR OFFICERS ALL COMPENSATION IS DETERMINED BY THE SENIOR DIRECTOR AND APPROVED BY THE BOARD OF DIRECTORS. ALL WAGES ARE BELOW WHAT WOULD BE FOUND USING CONTEMPORANEOUS SUBSTANTIATION AS A BASIS FOR DETERMINATION.

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION
 AVAILABLE UPON REQUEST.

FORM 990, PART IX, LINE 24E - OTHER EXPENSES

DESCRIPTION

	TOT/PROG SERVICE	MGT & GENERAL	FUNDRAISING
WORK CREW	\$ 108,895	\$ 0	\$ 0
GASOLINE	\$ 97,083	\$ 0	\$ 0
LICENSES AND TAXES	\$ 0	\$ 40,748	\$ 0
FOOD AND BEVERAGE	\$ 38,116	\$ 0	\$ 0
OUTLET STORE	\$ 34,053	\$ 0	\$ 0

Name of the organization

Employer identification number

HOPE CENTER MINSTRIES, INC.

20-8934436

RESIDENTIAL

\$ 27,709 \$ 0 \$ 0

ADMIN EXPENSES

\$ 15,023 \$ 11,623 \$ 0

SUBCONTRACT

\$ 0 \$ 23,900 \$ 0

BAD DEBT

\$ 19,692 \$ 0 \$ 0

GRADUATION AND THE GATHER

\$ 18,684 \$ 0 \$ 0

JANITORIAL

\$ 10,196 \$ 0 \$ 0

HOPE HOUSE

\$ 9,109 \$ 0 \$ 0

OTHER EXPENSES

\$ 1,054 \$ 657 \$ 0

FEES

\$ 0 \$ 1,324 \$ 0

TAXES AND PENALTIES

\$ 515 \$ 147 \$ 0

TOTAL

\$ 380,129 \$ 78,399 \$ 0

FORM 990, PART XI, LINE 9 - OTHER CHANGES IN NET ASSETS EXPLANATION

DIFFERENCE DUE TO ROUNDING \$ 0

DIFFERENCE DUE TO ROUNDING \$ 0

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Form **990-T**

Exempt Organization Business Income Tax Return
(and proxy tax under section 6033(e))

OMB No. 1545-0687

2018

Department of the Treasury
Internal Revenue Service

For calendar year 2018 or other tax year beginning _____, and ending _____
Go to www.irs.gov/Form990T for instructions and the latest information.
Do not enter SSN numbers on this form as it may be made public if your organization is a 501(c)(3).

Open to Public Inspection for
501(c)(3) Organizations Only

A Check box if address changed

B Exempt under section
 501(c)(3)
 408(e) 220(e)
 408A 530(a)
 529(a)

Name of organization (Check box if name changed and see instructions.)
HOPE CENTER MINSTRIES, INC.

Number, street, and room or suite no. If a P.O. box, see instructions.
P.O. BOX 686

City or town, state or province, country, and ZIP or foreign postal code
WAVERLY TN 37185

D Employer identification number
(Employees' trust, see instructions.)
20-8934436

E Unrelated business activity code
(See instructions.)
522220

C Book value of all assets at end of year
3,725,989

F Group exemption number (See instructions.) ▶

G Check organization type ▶ 501(c) corporation 501(c) trust 401(a) trust Other trust

H Enter the number of the organization's unrelated trades or businesses. ▶ **1** Describe the only (or first) unrelated trade or business here
 ▶ **SEE STATEMENT 1**
 Parts I–V. If more than one, describe the first in the blank space at the end of the previous sentence, complete Parts I and II, complete Schedule M for each additional trade or business, then complete Parts III–V.

I During the tax year, was the corporation a subsidiary in an affiliated group or a parent-subsidary controlled group? ▶ Yes No
 If "Yes," enter the name and identifying number of the parent corporation.

J The books are in care of ▶ **DOROTHY PARKER** Telephone number ▶ **931-296-9711**

Part I Unrelated Trade or Business Income		(A) Income	(B) Expenses	(C) Net
1a	Gross receipts or sales			
b	Less returns and allowances			
c	Balance ▶	1c		
2	Cost of goods sold (Schedule A, line 7)	2		
3	Gross profit. Subtract line 2 from line 1c	3		
4a	Capital gain net income (attach Schedule D)	4a		
b	Net gain (loss) (Form 4797, Part II, line 17) (attach Form 4797)	4b		
c	Capital loss deduction for trusts	4c		
5	Income (loss) from partnership and S corporation (attach statement)	5		
6	Rent income (Schedule C)	6		
7	Unrelated debt-financed income (Schedule E)	7		
8	Interest, annuities, royalties, and rents from controlled organization (Schedule F)	8		
9	Investment income of a section 501(c)(7), (9), or (17) organization (Schedule G)	9		
10	Exploited exempt activity income (Schedule I)	10		
11	Advertising income (Schedule J)	11		
12	Other income (See instructions; attach schedule) SEE STMT 2	12	5,008	5,008
13	Total. Combine lines 3 through 12	13	5,008	5,008

Part II Deductions Not Taken Elsewhere (See instructions for limitations on deductions.) (Except for contributions, deductions must be directly connected with the unrelated business income.)			
14	Compensation of officers, directors, and trustees (Schedule K)	14	
15	Salaries and wages	15	
16	Repairs and maintenance	16	
17	Bad debts	17	
18	Interest (attach schedule) (see instructions)	18	
19	Taxes and licenses	19	
20	Charitable contributions (See instructions for limitation rules)	20	
21	Depreciation (attach Form 4562)	21	
22	Less depreciation claimed on Schedule A and elsewhere on return	22a	22b 0
23	Depletion	23	
24	Contributions to deferred compensation plans	24	
25	Employee benefit programs	25	
26	Excess exempt expenses (Schedule I)	26	
27	Excess readership costs (Schedule J)	27	
28	Other deductions (attach schedule) SEE STATEMENT 3	28	
29	Total deductions. Add lines 14 through 28	29	
30	Unrelated business taxable income before net operating loss deduction. Subtract line 29 from line 13	30	5,008
31	Deduction for net operating loss arising in tax years beginning on or after January 1, 2018 (see instructions)	31	
32	Unrelated business taxable income. Subtract line 31 from line 30	32	5,008

DAA For Paperwork Reduction Act Notice, see instructions.

Form **990-T** (2018)

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part III Total Unrelated Business Taxable income

Table with 3 columns: Line number, Description, and Amount. Rows include 33 (Total of unrelated business taxable income), 34 (Amounts paid for disallowed fringes), 35 (Deductions for net operating loss), 36 (Total of unrelated business taxable income before specific deduction), 37 (Specific deduction), and 38 (Unrelated business taxable income).

Part IV Tax Computation

Table with 3 columns: Line number, Description, and Amount. Rows include 39 (Organizations Taxable as Corporations), 40 (Trusts Taxable at Trust Rates), 41 (Proxy tax), 42 (Alternative minimum tax), 43 (Tax on Noncompliant Facility Income), and 44 (Total).

Part V Tax and Payments

Table with 3 columns: Line number, Description, and Amount. Rows include 45a-e (Credits), 46 (Subtract line 45e), 47 (Other taxes), 48 (Total tax), 49 (2018 net 965 tax liability), 50a-g (Payments), 51 (Total payments), 52 (Estimated tax penalty), 53 (Tax due), 54 (Overpayment), and 55 (Enter the amount of line 54).

Part VI Statements Regarding Certain Activities and Other Information

Table with 3 columns: Line number, Description, and Yes/No. Rows include 56 (Foreign account), 57 (Foreign trust), and 58 (Tax-exempt interest).

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Sign Here

Signature of officer: SARAH C. HARDEE CPA, Date: 11/11/19, Title: CFO

May the IRS discuss this return with the preparer shown below (see instructions)? Yes No

Table with 4 columns: Field, Value, Field, Value. Fields include Preparer name (SARAH C. HARDEE CPA), Date (11/11/19), Firm's name (PATTERSON HARDEE & BALLENTINE PC), Firm's EIN (45-0784806), Firm's address (1889 GENERAL GEORGE PATTON DR, SUITE 200, FRANKLIN, TN 37067-6294), and Phone no. (615-750-5537).

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Schedule A – Cost of Goods Sold. Enter method of inventory valuation ▶

1 Inventory at beginning of year	1		6 Inventory at end of year	6	
2 Purchases	2		7 Cost of goods sold. Subtract		
3 Cost of labor	3		line 6 from line 5. Enter here and		
4a Additional sec. 263A costs	4a		in Part I, line 2	7	
(attach schedule)			8 Do the rules of section 263A (with respect to		
b Other costs	4b		property produced or acquired for resale) apply		Yes No
(attach schedule)			to the organization?		
5 Total. Add lines 1 through 4b	5				

Schedule C – Rent Income (From Real Property and Personal Property Leased With Real Property)

(see instructions)

1. Description of property		
(1) N/A		
(2)		
(3)		
(4)		
2. Rent received or accrued		
(a) From personal property (if the percentage of rent for personal property is more than 10% but not more than 50%)	(b) From real and personal property (if the percentage of rent for personal property exceeds 50% or if the rent is based on profit or income)	3(a) Deductions directly connected with the income in columns 2(a) and 2(b) (attach schedule)
(1)		
(2)		
(3)		
(4)		
Total	Total	(b) Total deductions. Enter here and on page 1, Part I, line 6, column (B) ▶
(c) Total income. Add totals of columns 2(a) and 2(b). Enter here and on page 1, Part I, line 6, column (A) ▶		

Schedule E – Unrelated Debt-Financed Income (see instructions)

1. Description of debt-financed property		2. Gross income from or allocable to debt-financed property	3. Deductions directly connected with or allocable to debt-financed property	
			(a) Straight line depreciation (attach schedule)	(b) Other deductions (attach schedule)
(1) N/A				
(2)				
(3)				
(4)				
4. Amount of average acquisition debt on or allocable to debt-financed property (attach schedule)	5. Average adjusted basis of or allocable to debt-financed property (attach schedule)	6. Column 4 divided by column 5	7. Gross income reportable (column 2 x column 6)	8. Allocable deductions (column 6 x total of columns 3(a) and 3(b))
(1)		%		
(2)		%		
(3)		%		
(4)		%		
Totals			Enter here and on page 1, Part I, line 7, column (A).	Enter here and on page 1, Part I, line 7, column (B).
Total dividends-received deductions included in column 8 ▶				

Schedule F - Interest, Annuities, Royalties, and Rents From Controlled Organizations (see instructions)

Table with 6 columns: 1. Name of controlled organization, 2. Employer identification number, 3. Net unrelated income (loss), 4. Total of specified payments made, 5. Part of column 4 that is included in the controlling organization's gross income, 6. Deductions directly connected with income in column 5. Row 1 contains 'N/A'.

Nonexempt Controlled Organizations

Table with 5 columns: 7. Taxable Income, 8. Net unrelated income (loss), 9. Total of specified payments made, 10. Part of column 9 that is included in the controlling organization's gross income, 11. Deductions directly connected with income in column 10. Includes a Totals row with instructions for adding columns.

Totals

Schedule G - Investment Income of a Section 501(c)(7), (9), or (17) Organization (see instructions)

Table with 5 columns: 1. Description of income, 2. Amount of income, 3. Deductions directly connected (attach schedule), 4. Set-asides (attach schedule), 5. Total deductions and set-asides (col. 3 plus col.4). Includes a Totals row with instructions for entering data on page 1.

Totals

Schedule I - Exploited Exempt Activity Income, Other Than Advertising Income (see instructions)

Table with 7 columns: 1. Description of exploited activity, 2. Gross unrelated business income from trade or business, 3. Expenses directly connected with production of unrelated business income, 4. Net income (loss) from unrelated trade or business, 5. Gross income from activity that is not unrelated business income, 6. Expenses attributable to column 5, 7. Excess exempt expenses (column 6 minus column 5, but not more than column 4). Includes a Totals row with instructions.

Totals

Schedule J - Advertising Income (see instructions)

Part I Income From Periodicals Reported on a Consolidated Basis

Table with 7 columns: 1. Name of periodical, 2. Gross advertising income, 3. Direct advertising costs, 4. Advertising gain or (loss) (col. 2 minus col. 3), 5. Circulation income, 6. Readership costs, 7. Excess readership costs (column 6 minus column 5, but not more than column 4). Includes a Totals row with instruction to carry to Part II, line (5).

Totals (carry to Part II, line (5))

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part II Income From Periodicals Reported on a Separate Basis (For each periodical listed in Part II, fill in columns 2 through 7 on a line-by-line basis.)

1. Name of periodical	2. Gross advertising income	3. Direct advertising costs	4. Advertising gain or (loss) (col. 2 minus col. 3). If a gain, compute cols. 5 through 7.	5. Circulation income	6. Readership costs	7. Excess readership costs (column 6 minus column 5, but not more than column 4).
(1) N/A						
(2)						
(3)						
(4)						
Totals from Part I ▶						
Totals, Part II (lines 1-5) ▶	Enter here and on page 1, Part I, line 11, col. (A).	Enter here and on page 1, Part I, line 11, col. (B).				Enter here and on page 1, Part II, line 27.

Schedule K – Compensation of Officers, Directors, and Trustees (see instructions)

1. Name	2. Title	3. Percent of time devoted to business	4. Compensation attributable to unrelated business
(1) N/A		%	
(2)		%	
(3)		%	
(4)		%	
Total. Enter here and on page 1, Part II, line 14 ▶			

Form **990-T** (2018)

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

180709 Hope Center Ministries, Inc.
20-8934436
FYE: 12/31/2018

11/11/2019 2:57 PM

Federal Statements

Statement 1 - Form 990-T - Primary Unrelated Business Activity
Public Inspection Copy

Description

NOTE RECEIVABLE INTEREST FOR FINANCING THE SALE OF A
PROPERTY.

Statement 2 - Form 990-T, Part I, Line 12 - Other Income

Description

Amount

NOTE RECEIVABLE INTEREST

\$ 5,008

TOTAL

\$ 5,008

Statement 3 - Form 990-T, Part II, Line 28 - Other Deductions

Description

Amount

ADMIN EXPENSES

\$

TOTAL

\$ 0

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

FORM 990-T

Form 2220

Underpayment of Estimated Tax by Corporations

OMB No. 1545-0123

2018

Department of the Treasury Internal Revenue Service

Attach to the corporation's tax return.

Go to www.irs.gov/Form2220 for instructions and the latest information.

Name

HOPE CENTER MINSTRIES, INC.

Employer identification number

20-8934436

Note: Generally, the corporation is not required to file Form 2220 (see Part II below for exceptions) because the IRS will figure any penalty owed and bill the corporation. However, the corporation may still use Form 2220 to figure the penalty. If so, enter the amount from page 2, line 38, on the estimated tax penalty line of the corporation's income tax return, but do not attach Form 2220.

Part I Required Annual Payment

Table with 5 rows and 2 columns. Row 1: Total tax (see instructions) 842. Row 2: Personal holding company tax (Schedule PH (Form 1120), line 26) included on line 1. Row 3: Look-back interest included on line 1 under section 460(b)(2) for completed long-term contracts or section 167(g) for depreciation under the income forecast method. Row 4: Credit for federal tax paid on fuels (see instructions). Row 5: Total. Add lines 2a through 2c. Row 6: Subtract line 2d from line 1. If the result is less than \$500, do not complete or file this form. The corporation does not owe the penalty. Row 7: Enter the tax shown on the corporation's 2017 income tax return. See instructions. Caution: If the tax is zero or the tax year was for less than 12 months, skip this line and enter the amount from line 3 on line 5. Row 8: Required annual payment. Enter the smaller of line 3 or line 4. If the corporation is required to skip line 4, enter the amount from line 3.

Part II Reasons for Filing—Check the boxes below that apply. If any boxes are checked, the corporation must file Form 2220 even if it does not owe a penalty. See instructions.

- 6 The corporation is using the adjusted seasonal installment method.
7 The corporation is using the annualized income installment method.
8 The corporation is a "large corporation" figuring its first required installment based on the prior year's tax.

Part III Figuring the Underpayment

Table with 5 columns: (a), (b), (c), (d). Row 9: Installment due dates. Enter in columns (a) through (d) the 15th day of the 4th (Form 990-PF filers: Use 5th month), 6th, 9th, and 12th months of the corporation's tax year. Row 10: Required installments. If the box on line 6 and/or line 7 above is checked, enter the amounts from Schedule A, line 38. Row 11: Estimated tax paid or credited for each period. For column (a) only, enter the amount from line 11 on line 15. Row 12: Enter amount, if any, from line 18 of the preceding column. Row 13: Add lines 11 and 12. Row 14: Add amounts on lines 16 and 17 of the preceding column. Row 15: Subtract line 14 from line 13. Row 16: If the amount on line 15 is zero, subtract line 13 from line 14. Otherwise, enter -0-. Row 17: Underpayment. If line 15 is less than or equal to line 10, subtract line 15 from line 10. Row 18: Overpayment. If line 10 is less than line 15, subtract line 10 from line 15.

Go to Part IV on page 2 to figure the penalty. Do not go to Part IV if there are no entries on line 17—no penalty is owed.

For Paperwork Reduction Act Notice, see separate instructions.

Form 2220 (2018)

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Part IV Figuring the Penalty

	(a)	(b)	(c)	(d)
19 Enter the date of payment or the 15th day of the 4th month after the close of the tax year, whichever is earlier. (C corporations with tax years ending June 30 and S corporations: Use 3rd month instead of 4th month. Form 990-PF and Form 990-T filers: Use 5th month instead of 4th month.) See instructions.	19 SEE WORKSHEET			
20 Number of days from due date of installment on line 9 to the date shown on line 19	20			
21 Number of days on line 20 after 4/15/2018 and before 7/1/2018	21			
22 Underpayment on line 17 x $\frac{\text{Number of days on line 21}}{365} \times 5\% (0.05)$	22 \$	\$	\$	\$
23 Number of days on line 20 after 6/30/2018 and before 10/1/2018	23			
24 Underpayment on line 17 x $\frac{\text{Number of days on line 23}}{365} \times 5\% (0.05)$	24 \$	\$	\$	\$
25 Number of days on line 20 after 9/30/2018 and before 1/1/2019	25			
26 Underpayment on line 17 x $\frac{\text{Number of days on line 25}}{365} \times 5\% (0.05)$	26 \$	\$	\$	\$
27 Number of days on line 20 after 12/31/2018 and before 4/1/2019	27			
28 Underpayment on line 17 x $\frac{\text{Number of days on line 27}}{365} \times 6\% (0.06)$	28 \$	\$	\$	\$
29 Number of days on line 20 after 3/31/2019 and before 7/1/2019	29			
30 Underpayment on line 17 x $\frac{\text{Number of days on line 29}}{365} \times \text{**}\%$	30 \$	\$	\$	\$
31 Number of days on line 20 after 6/30/2019 and before 10/1/2019	31			
32 Underpayment on line 17 x $\frac{\text{Number of days on line 31}}{365} \times \text{**}\%$	32 \$	\$	\$	\$
33 Number of days on line 20 after 9/30/2019 and before 1/1/2020	33			
34 Underpayment on line 17 x $\frac{\text{Number of days on line 33}}{365} \times \text{**}\%$	34 \$	\$	\$	\$
35 Number of days on line 20 after 12/31/2019 and before 3/16/2020	35			
36 Underpayment on line 17 x $\frac{\text{Number of days on line 35}}{366} \times \text{**}\%$	36 \$	\$	\$	\$
37 Add lines 22, 24, 26, 28, 30, 32, 34, and 36	37 \$	\$	\$	\$
38 Penalty. Add columns (a) through (d) of line 37. Enter the total here and on Form 1120, line 34; or the comparable line for other income tax returns				38 \$ 17

*Use the penalty interest rate for each calendar quarter, which the IRS will determine during the first month in the preceding quarter. These rates are published quarterly in an IRS News Release and in a revenue ruling in the Internal Revenue Bulletin. To obtain this information on the Internet, access the IRS website at www.irs.gov. You can also call 1-800-829-4933 to get interest rate information.

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Form 2220	Form 2220 Worksheet	2018
For calendar year 2018, or tax year beginning _____, and ending _____		

Name HOPE CENTER MINSTRIES, INC.	Employer Identification Number 20-8934436
--	---

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
Due date of estimated payment	04/15/18	06/15/18	09/15/18	12/15/18
Amount of underpayment	110	110	110	110

Prior year overpayment applied _____

	1st Payment	2nd Payment	3rd Payment	4th Payment	5th Payment
Date of payment	_____	_____	_____	_____	_____
Amount of payment	_____	_____	_____	_____	_____

QTR	FROM	TO	UNDERPAYMENT	#DAYS	RATE	PENALTY
1	4/15/18	12/31/18	110	260	5.00	4
1	12/31/18	5/15/19	110	135	6.00	2
2	6/15/18	12/31/18	110	199	5.00	3
2	12/31/18	5/15/19	110	135	6.00	2
3	9/15/18	12/31/18	110	107	5.00	2
3	12/31/18	5/15/19	110	135	6.00	2
4	12/15/18	12/31/18	110	16	5.00	0
4	12/31/18	5/15/19	110	135	6.00	2
TOTAL PENALTY						17

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Resident Application Details

Applicant Information

Entry ID	283
Date Created	06/07/2019
Name	[REDACTED]
Center	Danville, VA
Date Of Birth	10/14/1984
Email	Playgirl_toy1014@yahoo.com
Address	1008 Paul street Martinsville, Va 24112
Phone	2763366372
Alternate Phone	
Gender	
Please list any upcoming court dates you have for ANY reason. If you know or think you have a court date but you don't know the details (date, time, etc.), list as much information as you know.	October 18th
List any current legal issues you are aware of. This should include pending charges, probation, parole, community corrections, etc.	
Drug Of Choice	
Social Security Number	227337537
Personal Information - Referrer	

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Emergency Contacts

Emergency Contact #1 - Name	[REDACTED]
Emergency Contact #1 - Phone	2762010389
Emergency Contact #1 - Relationship To Resident	Mother
Emergency Contact #2 - Name	[REDACTED]
Emergency Contact #2 - Phone	2763366372
Emergency Contact #2 - Relationship To Resident	Aunt

Previous Drug/Alcohol Treatment

Have you ever been treated for drug and/or alcohol abuse in the past?	No
Previous Treatment #1 - Date	
Previous Treatment #1 - Location	
Previous Treatment #1 - Length Of Program	
Treatment #1 - Did you complete the program?	No
Previous Treatment #2 - Date	
Previous Treatment #2 - Location	
Previous Treatment #2 - Length Of Program	
Treatment #2 - Did you complete the program?	No

Previous Treatment #3 -
Date

Previous Treatment #3 -
Location

Previous Treatment #3 -
Length Of Program

Treatment #3 - Did you
complete the program? No

Family History

Do you, the resident, have a
family history of alcohol or
drug abuse? Yes

Family Drug Use Explanation

Has the family member
listed above ever
maintained sobriety? No

Do you and/or family attend
church on a regular basis? No

Have you ever used alcohol
or drugs while attending
church? No

Presently, does anyone in
your home use alcohol or
drugs? No

Have you attended AA or
NA meetings in the past? No

If you attended meetings,
how often?

When was the last meeting
you attended?

Did you obtain a sponsor? No

Current Family Drug Use
Explanation

Employment History

Are you currently employed? No

If yes, are there problems at your place of employment? No

If "yes," has alcohol/drug use caused or attributed to the problems? No

Work Problems Explanation

Is your employer supportive of your decision to seek help? No

Does your employer need to be notified regarding the results of this evaluation? No

Work Responsibilities

IWP Agreements

Are there any physical limitations that would prevent you from working no less than a 40-hour work week of manual labor? No

Physical Limitations Explanation

Do you receive Supplemental Security Income (SSI)? No

Applicant Initials #1 - SSI Acknowledgement Ltt

Legal History

Have you ever been arrested? Yes

Legal History - Arrest #1 - Date

Legal History - Arrest #1 - Charges

Legal History - Arrest #2 - Date

Legal History - Arrest #2 - Charges

Legal History - Arrest #3 - Date

Legal History - Arrest #3 - Charges

Have you ever been arrested for any type of sexual offense? No

Sexual Offenses Explanation

Are you a registered sex offender? No

Do you currently have charges pending? Yes

Pending Charges

Are you currently on probation/parole? No

Terms of Probation/Parole

Drug/Alcohol Use History

Drug History - Alcohol Na

Drug History - Amphetamines Na

Drug History - Benzodiazepines Na

Drug History - Cocaine Week

Drug History - Hallucinogens Na

Drug History - Inhalants Na

Drug History - Marijuana	Week
Drug History - Opiates	Na
Drug History - Over The Counter	Na
Drug History - Others	
Have you ever experienced blackouts from alcohol or drug use?	No
Are you currently taking any prescription medication?	No
Drug History - Prescribing Doctor	
Drug History - Medications And Dosages	
Are you compliant with the required dosage(s)?	No
Have you ever received psychiatric treatment?	No

Psychiatric Treatment

Psychiatric Treatment Date	
Psychiatric Treatment Facility	
Psychiatric Treatment - Attending Physician	
Were you prescribed psychiatric medication?	No
Psychiatric Treatment - Diagnoses And Medications	
Are you compliant with the dosage amount?	No

Medical History

--

Medical History - Medications

Medical History - Allergies

Upcoming Medical Appointments

Primary Care Physician

Date Of Last Physical

Have you been hospitalized in the past year for any type of medical or psychiatric issue?

No

Hospitalization Explanation

Do you have a full understanding of the IWP program?

Yes

Do you have any type of physical issues/restraints that would keep you from participating in that phase of our program?

No

More Medical History

IWP - Physical Limitations Explanation

IWP - Resident Name



Applicant Initials #2 - Work Program

Ltt

Applicant Initials #3 - Work Program #2

Ltt

Applicant Initials #4 - No Physical Limitations

Ltt

Sexual Preference

Last TB Skin Test

January 2019

Last Tetanus Shot

Have you ever been diagnosed with any type of STD?

No

STD Diagnosis Explanation

Personal History

Highest Grade Completed

12th

Character Strengths

Character Weaknesses

Hopes To Accomplish

Personal - Resident Name



Disclosure

Disclosure Person #1 - Name

Disclosure Person #1 - Address

Disclosure Person #1 - Phone

Disclosure Person #1 - Email

Disclosure Person #2 - Name

Disclosure Person #2 - Address

Disclosure Person #2 - Phone

Disclosure Person #2 - Email

Disclosure Person #3 - Name

Disclosure Person #3 - Address

Disclosure Person #3 - Phone

Disclosure Person #3 - Email

Disclosure - Active From... 06/07/2019

Disclosure - Active To...

Disclosure - Applicant Name [REDACTED]

Media Release

Media Release - Resident Name [REDACTED]

Media Release - Resident Address 1008 Paul street

Media Release - Resident Phone 2763366372

Approved Visitors

Approved Visitor #1 - Name [REDACTED]

Approved Visitor #1 - Relationship Son

Approved Visitor #1 - Address 1008 Paul street
Martinsville , Va 24112

Approved Visitor #1 - Phone 2763366372

Approved Visitor #2 - Name [REDACTED]

Approved Visitor #2 - Relationship Daughter

Approved Visitor #2 - Address 1008 Paul street
Martinsville , Va 24112

Approved Visitor #2 - Phone 2763366372

Approved Visitor #3 - Name [REDACTED]

Approved Visitor #3 - Relationship Daughter

Approved Visitor #3 - Address 1008 Paul street
Martinsville, Va 24112

Approved Visitor #3 - Phone 2763366372

Approved Visitor #4 - Name [REDACTED]

Approved Visitor #4 - Relationship

Mother

Approved Visitor #4 - Address

95 johnathan way
Martinsville , Va 24112

Approved Visitor #4 - Phone

2762010389

Approved Visitor #5 - Name

[REDACTED]

Approved Visitor #5 - Relationship

Aunt

Approved Visitor #5 - Address

1008 Paul street
Martinsville , Va 24112

Approved Visitor #5 - Phone

2763366372

Relationship Policy

Name Of Partner

Signatures And Dates

Signature #01 - Phase I Agreement



Date #01 - Phase I Agreement

06/07/2019

Signature #02 - Phase II Agreement



Date #02 - Phase II Agreement

06/07/2019

Signature #03 - Phase III Agreement



Date #03 - Phase III Agreement

06/07/2019

Signature #04 - Volunteer Statement



Date #04 - Volunteer Statement

06/07/2019

Signature #05 - Volunteer Statement #2



Date #05 - Volunteer Statement #2

06/07/2019

Signature #06 - Sponsor Non-Payment Agreement



Date #06 - Sponsor Non-Payment Agreement

06/07/2019

Signature #07 - Release of Liability



Date #07 - Release Of Liability

06/07/2019

Signature #08 - Legal Assessment



Date #08 - Legal Assessment

06/07/2019

Signature #09 - Personal History

Latyn I

Date #09 - Personal History

06/07/2019

Signature #10 - Self-Disclosure

Latyn I

Date #10 - Self-Disclosure

06/07/2019

Signature #11 - Media Release

Latyn I

Date #11 - Media Release

06/07/2019

Signature #12 - Community Policies

Latyn I

Date #12 - Community Policies

06/07/2019

Signature #13 - UDS Policy

Latyn I

Date #13 - UDS Policy

06/07/2019

Signature #14 - Medical Health Care Policy

Latyn I

Date #14 - Medical Health Care Policy

06/07/2019

Signature #15 - Approved Visitors

^
v

Latelyn

Date #15 - Approved Visitors

06/07/2019

Signature #16 - Relationship Policy

Latelyn L

Date #16 - Relationship Policy

06/07/2019

Signature #17 - Pass Policy

Latelyn L

Date #17 - Pass Policy

06/07/2019

Signature #18 - Tobacco Use Policy

Latelyn L

Date #18 - Tobacco Use Policy

06/07/2019

Signature #19 - Disciplinary Procedures

Latelyn L

Date #19 - Disciplinary Procedures

06/07/2019

Signature #20 - IWP

Latelyn L

Date #20 - IWP

06/07/2019

Signature #21 - Legal Review



Date #21 - Legal Review

06/07/2019

Staff Completion

Staff - Resident Legal Situation

Probation in Henry County, Virginia

Staff - Resident Legal Conditions

Staff - Admitted By

T walker

Staff - Admission Date

06/07/2019

Staff - Recovery Coordinator

Angela Miller

Staff Signature



Staff Date

06/07/2019

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF MOTOR VEHICLES

CERTIFICATE OF TITLE FOR A VEHICLE
KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

THE DEPARTMENT OF MOTOR VEHICLES, COMMONWEALTH OF VIRGINIA, HEREBY CERTIFIES THAT AN APPLICATION FOR A CERTIFICATE OF TITLE HAS BEEN MADE FOR THE VEHICLE DESCRIBED HEREON PURSUANT TO THE PROVISIONS OF THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH THAT THE APPLICANT NAMED ON THE FACE HEREON HAS BEEN DULY RECORDED AND THE LAWFUL OWNER OF SAID VEHICLE AND THAT, FROM THE STATEMENTS OF THE OWNER AND THE RECORDS ON FILE WITH THIS DEPARTMENT, THE HEREON DESCRIBED VEHICLE IS SUBJECT TO THE SECURITY INTEREST RECORDS ON FILE WITH THIS DEPARTMENT, AND AS DESCRIBED HEREON, IF ANY, THE MOTOR VEHICLE LAWS OF THIS COMMONWEALTH ALSO PROVIDE THAT ALL TITLE AND REGISTRATION INFORMATION IN THE OFFICE OF THE DEPARTMENT OF MOTOR VEHICLES IS PRIVILEGED AND ONLY SUBJECT TO DISSEMINATION TO AUTHORIZED AGENCIES, BUSINESS ORGANIZATIONS OR AGENTS, GOVERNMENTAL ENTITIES AND INDIVIDUALS UNDER THE CONDITIONS SPECIFIED BY MOTOR VEHICLE CODE SECTIONS 46.2-208, 46.2-209 AND 46.2-210.

VEHICLE IDENTIFICATION NO. 1FAFP34N66W190606		ESTABLISHED 10/07/19		338	338SLR	SUBSTITUTE		
YEAR 2006	MAKE FORD	VEHICLE BODY 4D SDN		TITLE NO. 1303690743				
EMPTY WGT. 2548	GROSS WGT.	GVWR	GCWR	AXLES 2	FUEL GAS	SALES TAX PAID 80.93	ODOMETER *189211*	DATE ISSUED 12/11/19
OTHER PERTINENT DATA IND						ODOMETER BRAND	PRIOR TITLE NO. ACTUAL 71336619	
						THIS IS NOT A TITLE NUMBER G39410280		

Name(s) and address(es) of vehicle owners:
HOPE CENTER MINISTRIES
6871 IRISBURG RD
AXTON VA 24054-2772

NO LIENS

A Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. The undersigned hereby certifies that the vehicle described in this title has been transferred to the following (printed name and address of Buyer(s)).

Buyer(s) Name _____
 Street _____ City, State, Zip _____

I certify to the best of my knowledge that the odometer reading is: ACTUAL Mileage NOT ACTUAL Mileage (odometer discrepancy) IN EXCESS of Mechanical Limits Model year is 10 years or older and was exempt from odometer disclosure in prior state of title (applicant must present out-of-state title showing exemption)

ODOMETER READING (No Tenths) _____ DATE OF SALE _____
 SALE PRICE _____

Signature of Seller(s) _____ Printed Name of Seller(s) _____

Signature of Buyer(s) _____ Printed Name of Buyer(s) _____

VSA3L: I am aware of the above odometer certification made by the Seller(s) _____
 Dealer's No. _____ Licensing Jurisdiction _____

Vehicle 1
① Residence

Vehicle Details

Center	Danville, VA
VIN	1FAFP34N66W190606
Tag County	Pittsylvania
Tag State	Virginia
Tag Expiration	02/28/2023
Last Inspection Date	
Last VIR Disposition	
Insurance Document(s)	1fafp34n66w190606.pdf
Vehicle Make	Ford
Vehicle Model	Focus
Vehicle Year	2006
License Plate	UKA5162
Current Mileage	
Last Oil Change Mileage	
Mileage Since Oil Change	0
Insurance Expiration Date	12/12/2020

Vehicle Inspection Reports

Date ↓	Checked By	Current Mileage	Disposition
No Data			

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

VIRGINIA
(STATE)

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

18058

COMPANY

Philadelphia Indemnity Insurance Company

COMMERCIAL

PERSONAL

POLICY NUMBER

PHPK2072717

EFFECTIVE DATE

12/12/2019

EXPIRATION DATE

12/12/2020

YEAR MAKE/MODEL

1998 FORD / ECONOLINE

VEHICLE IDENTIFICATION NUMBER

1FBSS31S9WHB13626

AGENCY/COMPANY ISSUING CARD

**Porch-Stribling-Webb, Inc.
P.O. Box 549 132 East Main Street
Waverly, TN 37185**

INSURED

**Hope Center Ministries
PO Box 906, 1000 Hope Center Lane
Waverly, TN 37185-0906**

SEE IMPORTANT NOTICE ON REVERSE SIDE



**To Report A Claim
Call (800) 765-9749**

Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

ACORD 50 (2007/02)

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Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

VEHICLE IDENTIFICATION NUMBER

YEAR

MAKE
FOR

MODEL

BODY TYPE

TITLE NUMBER



28983341

1FBSS31S9WHB13626

1998

ECO

VN

14300002259

HOPE CENTER MINISTRIES
1510 CLYDETON RD
WAVERLY TN 37185-3116



WHB1362614300002259

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT. BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER 1FBSS31S9WHB13626	YEAR 1998	MAKE FORD	MODEL ECO	BODY TYPE VN	TITLE NUMBER 14300002259
NEW USED DEMO X	PREVIOUS TITLE NO 75849533	PREV STATE TN	SALES OR USE TAX	CO 43	ODOMETER
DATE TITLE ISSUED 06-14-2018	REMARKS				
DATE VEHICLE ACQUIRED 06-13-2018					

HOPE CENTER MINISTRIES
1510 CLYDETON RD
WAVERLY TN 37185-3116

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED
FOR SAID MOTOR VEHICLE.



1FBSS31S9WHB13626



14300002259



28983341

28983341

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

STATE OF TENNESSEE



Attachment: Hope Center Ministries PH attachments (2125 : Public Hearing: Hope Ministries Tax Exemption (Staff Contact: Robin C. Goard))

Vehicle @ residence

Vehicle Details

Center	Danville, VA
VIN	1FBSS31S9WHB13626
Tag County	Pittsylvania
Tag State	Virginia
Tag Expiration	02/28/2023
Last Inspection Date	
Last VIR Disposition	
Insurance Document(s)	1fbss31s9whb13626.pdf
Vehicle Make	Ford
Vehicle Model	Econoline 15 Passenger
Vehicle Year	1998
License Plate	UKA5163
Current Mileage	
Last Oil Change Mileage	
Mileage Since Oil Change	0
Insurance Expiration Date	12/12/2020

Vehicle Inspection Reports

Date ↓	Checked By	Current Mileage	Disposition
No Data			

VIRGINIA
(STATE)

INSURANCE IDENTIFICATION CARD

COMPANY NUMBER **18058** COMPANY **Philadelphia Indemnity Insurance Company**
 COMMERCIAL **PERSONAL**

POLICY NUMBER **PHPK2072717** EFFECTIVE DATE **12/12/2019** EXPIRATION DATE **12/12/2020**

YEAR **2006** MAKE/MODEL **FORD / FOCUS** VEHICLE IDENTIFICATION NUMBER **1FAFP34N66W190606**

AGENCY/COMPANY ISSUING CARD
Porch-Stribling-Webb, Inc.
P.O. Box 549 132 East Main Street
Waverly, TN 37185

INSURED
┌ **Hope Center Ministries**
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ACORD 50 (2007/02)

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Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Fiber Easement Under County Railway (Staff Contact: Richard N. Hicks)		
Staff Contact(s):	Richard N. Hicks		
Agenda Date:	August 18, 2020	Item Number:	10.B.2
Attachment(s):	08-18-2020 Public Hearing Notice - Easement vacode15.2-1800 RR Xing- Aerial RR Xing- Bore Method		
Reviewed By:	VH		

SUMMARY:

To enhance broadband internet access to County industries and citizens, the County is proposing granting a permanent easement to Mid-Atlantic Broadband to install fiber cable under the County's rail line located at Factory Lane, Ringgold, Virginia 24586 ("Property"). Per Virginia Code § 15.2-1800(B), attached, the County legally is required to hold a Public Hearing prior to disposition of the Property. As evinced by the attached Notice, the Public Hearing has been duly and legally advertised for potential action at this Meeting. For your reference and review, please find other documentation related to this matter.

FINANCIAL IMPACT AND FUNDING SOURCE:

To enhance County broadband internet access, it is proposed that the County receive no money for the disposition of the Property. Mid-Atlantic Broadband does agree to pay for any and all costs or fees associated with the fiber installation or easement due diligence.

RECOMMENDATION:

Following the conducting of the required Public Hearing, County Staff recommends the Board approve the disposition of the Property to Mid-Atlantic Broadband, and, subject to legal review and approval, authorize the County Administrator to sign any necessary related documentation to effectuate the same.

MOTION:

"I make a Motion to approve the disposition of the Property to Mid-Atlantic Broadband, and, subject to legal review and approval, authorize the County Administrator to sign any necessary related documentation to effectuate the same."

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, August 18, 2020, at 7:00 p.m., in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531, to receive citizen input on granting a potential easement on County-owned property to Mid-Atlantic Broadband to install fiber cable under the County's rail line at Factory Lane, Ringgold, Virginia 24586. The full text of the potential easement and related documents are available in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., and on the County's website, www.pittsylvaniacountyva.gov.

Virginia Code § 15.2-1800. Purchase, sale, use, etc., of real property.

A. A locality may acquire by purchase, gift, devise, bequest, exchange, lease as lessee, or otherwise, title to, or any interests in, any real property, whether improved or unimproved, within its jurisdiction, for any public use. Acquisition of any interest in real property by condemnation is governed by Chapter 19 (§ [15.2-1901](#) et seq.). The acquisition of a leasehold or other interest in a telecommunications tower, owned by a nongovernmental source, for the operation of a locality's wireless radio communications systems shall be governed by this chapter.

B. Subject to any applicable requirements of Article VII, Section 9 of the Constitution, any locality may sell, at public or private sale, exchange, lease as lessor, mortgage, pledge, subordinate interest in or otherwise dispose of its real property, which includes the superjacent airspace (except airspace provided for in § [15.2-2030](#)) which may be subdivided and conveyed separate from the subjacent land surface, provided that no such real property, whether improved or unimproved, shall be disposed of until the governing body has held a public hearing concerning such disposal. However, the holding of a public hearing shall not apply to (i) the leasing of real property to another public body, political subdivision or authority of the Commonwealth or (ii) conveyance of site development easements, or utility easements related to transportation projects, across public property, including, but not limited to, easements for ingress, egress, utilities, cable, telecommunications, storm water management, and other similar conveyances, that are consistent with the local capital improvement program, involving improvement of property owned by the locality. The provisions of this section shall not apply to the vacation of public interests in real property under the provisions of Articles 6 (§ [15.2-2240](#) et seq.) and 7 (§ [15.2-2280](#) et seq.) of Chapter 22.

C. A city or town may also acquire real property for a public use outside its boundaries; a county may acquire real property for a public use outside its boundaries when expressly authorized by law.

D. A locality may construct, insure, and equip buildings, structures and other improvements on real property owned or leased by it.

E. A locality may operate, maintain, and regulate the use of its real property or may contract with other persons to do so.

Notwithstanding any contrary provision of law, general or special, no locality providing access and opportunity to use its real property, whether improved or unimproved, may deny equal access or a fair opportunity to use such real property to, or otherwise discriminate against, the Boy Scouts of America or the Girl Scouts of the USA. Nothing in this paragraph shall be construed to require any locality to sponsor the Boy Scouts of America or the Girl Scouts of the USA, or to exempt any such groups from local policies governing access to and use of a locality's real property. The provisions of this paragraph applicable to a locality shall also apply equally to any local governmental entity, including a department, agency, or authority.

F. This section shall not be construed to deprive the resident judge or judges of the right to control the use of the courthouse.

G. "Public use" as used in this section shall have the same meaning as in § [1-219.1](#).

Code 1950, § 15-692; 1962, c. 623, § 15.1-262; 1968, c. 418; 1974, c. 282; 1977, c. 269; 1979, c. 431; 1980, cc. 212, 559; 1984, c. 241; 1986, cc. 477, 573; 1990, c. 813; 1997, c. [587](#); 1998, c. [696](#); 2005, c. [822](#); 2006, c. [57](#); 2007, cc. [882](#), [901](#), [926](#); 2017, c. [401](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

SEE MATCHLINE SHEET 17

SEE MATCHLINE SHEET 21

VDOT REQUIREMENTS

- NOTIFY VDOT 48 HOURS PRIOR TO EXCAVATION
- TRAFFIC CONTROL PLAN MUST ACCOMPANY PERMIT APPLICATION
- ALL FIELD CHANGES IN ROW WILL REQUIRE PRE-APPROVAL BY VDOT
- ALL UTILITIES ARE TO BE PLACED APPROXIMATELY 3' OFF THE BACK EDGE OF THE R-O-W, BEHIND THE DITCH UNLESS NOTED OTHERWISE
- ALL DISTURBED AREA ON VDOT R/W ARE TO BE RESTORED AND RE-SEED IN ACCORDANCE WITH STATE SPECIFICATIONS
- ALL STATE ROUTES AND PAVED DRIVEWAYS WITHIN THE R/W ARE TO BE DIRECTIONAL BORED
- POTHOLING OF EXISTING UTILITIES TO BE PRE-APPROVED BY VDOT
- RESTORATION OF ALL TRENCHES AND BORE PITS TO SPECS INCLUDING COMPACTION
- FIBER CABLE WILL BE PLOWED UNLESS NOTED OTHERWISE ON PRINTS
- ALL PLOWED AREAS ARE TO BE SEALED WITH VIBRATORY ROLLER WHEN NECESSARY
- HANDHOLES MUST BE CLEARLY MARKED AND PLACED OUTSIDE OF THE SHOULDER, BEHIND THE DITCH LINE IF POSSIBLE
- UTILITIES WILL NOT BE INSTALLED IN ROADSIDE DITCH
- CONTACT SMART TRAFFIC DAILY TO REPORT ALL WORK ZONES AND TRAFFIC CONTROL
 - RICHMOND DISTRICT: (804) 796-4520
 - HAMPTON ROADS: (757) 424-9920
- LOCATE VDOT UTILITIES 48 HOURS PRIOR TO EXCAVATION
 - TRAFFIC SIGNALS: (757) 925-1659 (OR 1653)
 - LIMITED ACCESS, INTERSTATE, & SIGN LIGHTING: (757) 484-9015 (OR 8940)

CONSTRUCTION NOTES

- RECORD GPS DATA FOR ALL NEW HANDHOLES, POLES BODIES OF WATER, CULVERTS AND RAILROADS
- PLACE FIBER 3' OFF BACK OF R-O-W UNLESS NOTED OTHERWISE
- PLACE FIBER ID 1.25" UNDER ALL DRIVEWAYS, ROADWAYS CULVERTS, AND RISER POLES
- BOND AND GROUND ALL SPLICE LOCATIONS AND BUILDING ENTRANCES
- PLACE FIBER OPTIC CABLE AT A MINIMUM DEPTH OF 36" BENEATH DITCHES
- PLACE FIBER OPTIC MARKER POSTS AT: 1,000' INTERVALS ALONG BURIED ROUTES, 2,000' INTERVALS ALONG AERIAL ROUTES, AT ALL HANDHOLES AND RISER POLES, AND ON BOTH SIDES OF A ROAD CROSSING
- PLACE FIBER CABLE TAGS AT HANDHOLE, POLE ATTACHMENTS, AND BUILDING ENTRANCES
- PLACE MBC STICKERS ON MBC PANELS AND TERMINAL EQUIPMENT
- PLACE A MINIMUM OF 8" THICK STONE FILTER FABRIC IN PROPOSED HANDHOLES

PROPERTY LINES & ROADS HAVE BEEN PLOTTED FROM AVAILABLE GIS INFORMATION, VDOT ROAD PLANS, FIELD OBSERVATIONS & COURTHOUSE DEED RESEARCH. - IN SOME AREAS A SURVEY MAY BE NEEDED TO DETERMINE THE EXACT LOCATION OF CERTAIN PROPERTY LINES.

PROJECT	MBC 1047-C
LOCATION:	PITTSYLVANIA, VA
PROJ. MANAGER:	CHRIS FEWOX
ENGINEER:	KEN WHITAKER BRYAN MCDEARMON

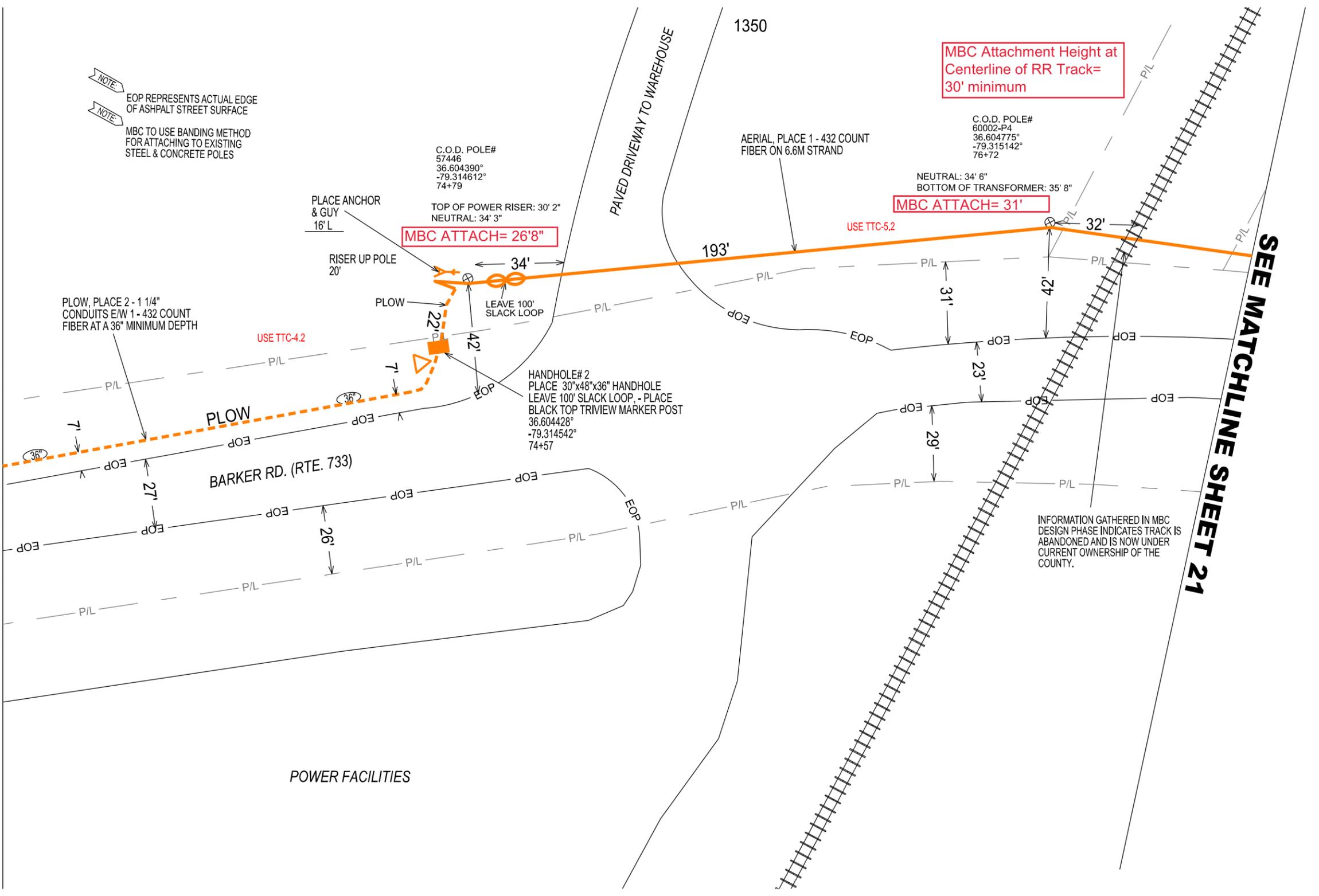
JOB TITLE:
MBC-VA (1047-C): DANVILLE-NORTH ROUTE FROM DANVILLE NODE TO KENTUCK RD.

MBC #:	1047-C	SHEET
NDEC #:	20-5534	
SCALE:	1" = 40'	18 OF 33
DATE:	8/3/2024	

MBC Attachment Height at Centerline of RR Track= 30' minimum

MBC ATTACH= 31'

MBC ATTACH= 26'8"



- NOTE:** EOP REPRESENTS ACTUAL EDGE OF ASPHALT STREET SURFACE
- NOTE:** MBC TO USE BANDING METHOD FOR ATTACHING TO EXISTING STEEL & CONCRETE POLES

- NOTE:** CONTRACTOR SHALL FOLLOW CONSTRUCTION REGULATIONS SET FORTH BY THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT AND ANY OTHER VIRGINIA STATE CORPORATION COMMISSION REGULATION PERTAINING TO UTILITY PLACEMENT OR SEPARATION.
- CALL BEFORE YOU DIG:** MISS UTILITY - 1-800-552-7001 OR 811. THE LOCATIONS OF UTILITIES SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. PERSONS WORKING IN THE AREA COVERED BY THIS DRAWING MUST CONTACT STATEWIDE "CALL-BEFORE-YOU-DIG" SYSTEM TO ASCERTAIN THE LOCATION OF UNDERGROUND UTILITIES PRIOR TO PERFORMING ANY EXCAVATION.
- NOTE:** UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. THEREFORE, UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100' IN ADVANCE OF TRENCHES, PLOWING OR BORING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN THE EVENT OF CONFLICT.

NO ANCHORS OR GUYS TO BE ATTACHED TO STEEL OR CONCRETE POLES

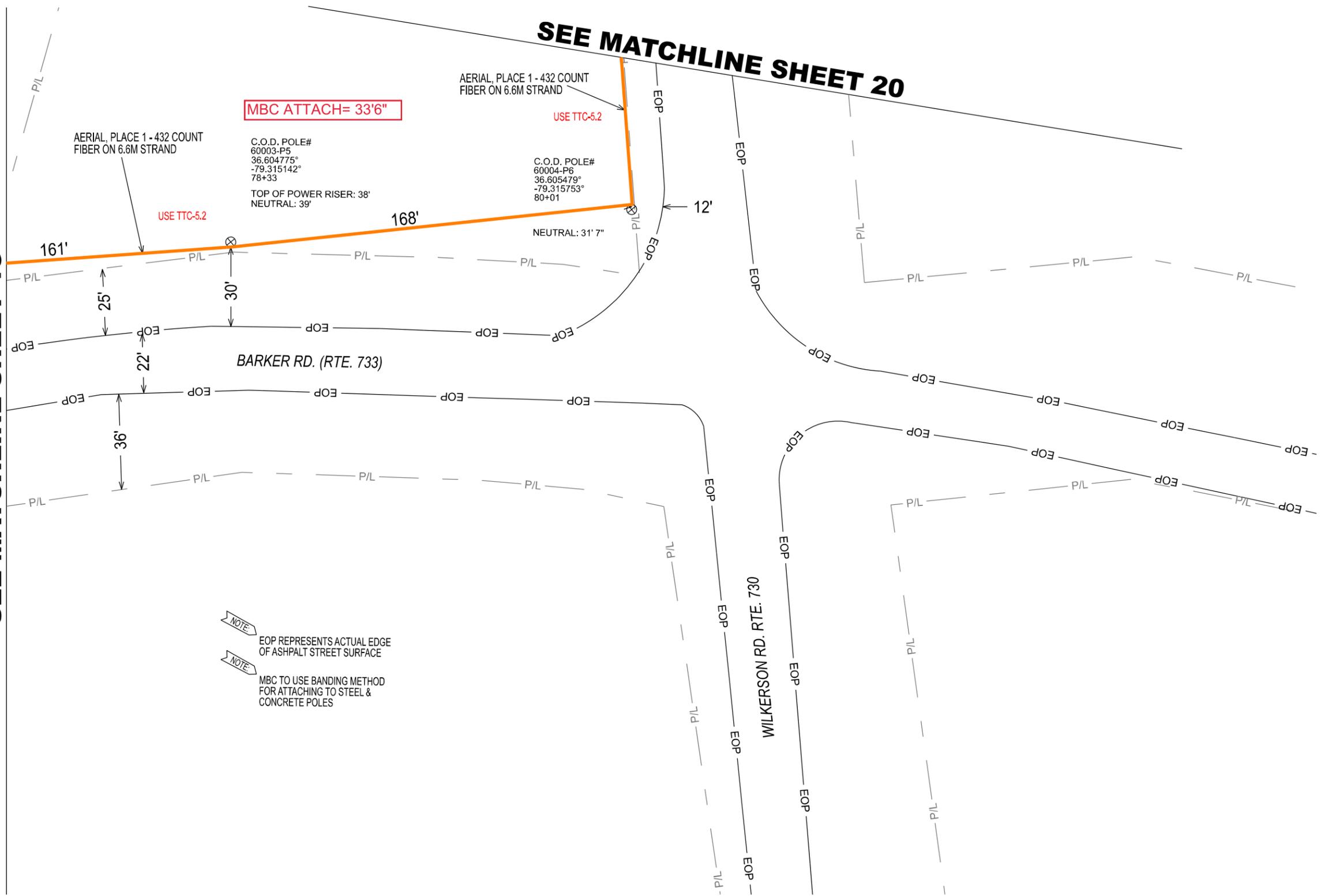
CONSTRUCTION



Attachment: RR Xing- Aerial (2126 : Public Hearing: Fiber Easement Under County Railway (Staff Contact: Richard N. Hicks))

SEE MATCHLINE SHEET 18

SEE MATCHLINE SHEET 20



MBC ATTACH= 33'6"

C.O.D. POLE# 60003-P5
36.604775°
-79.315142°
78+33
TOP OF POWER RISER: 38'
NEUTRAL: 39'

C.O.D. POLE# 60004-P6
36.605479°
-79.315753°
80+01
NEUTRAL: 31' 7"

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LOCATION:	PITTSYLVANIA, VA
PROJ. MANAGER:	CHRIS FEWOX
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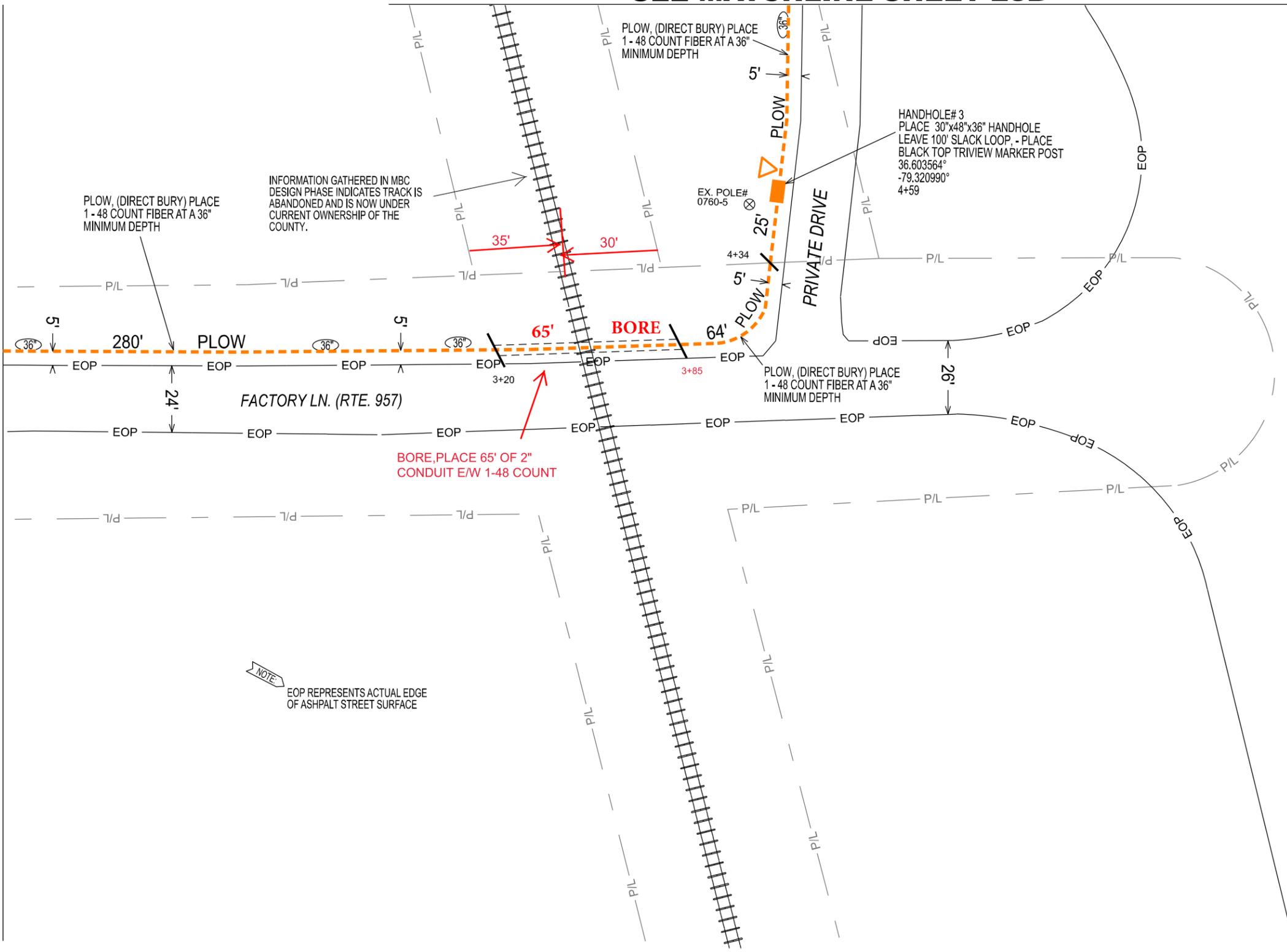
NO ANCHORS OR GUYS TO BE ATTACHED TO STEEL OR CONCRETE POLES

		MBC #:	1047-C	SHEET
		NDEC #:	20-5534	
		SCALE:	1" = 40'	19 OF 33
		DATE:	8/3/2024	

Attachment: RR Xing- Aerial (2126 : Public Hearing: Fiber Easement Under County Railway (Staff Contact: Richard N. Hicks))

SEE MATCHLINE SHEET 23B

SEE MATCHLINE SHEET 23



INFORMATION GATHERED IN MBC DESIGN PHASE INDICATES TRACK IS ABANDONED AND IS NOW UNDER CURRENT OWNERSHIP OF THE COUNTY.

FACTORY LN. (RTE. 957)

PRIVATE DRIVE

NOTE: EOP REPRESENTS ACTUAL EDGE OF ASPHALT STREET SURFACE

VDOT REQUIREMENTS

- NOTIFY VDOT 48 HOURS PRIOR TO EXCAVATION
- TRAFFIC CONTROL PLAN MUST ACCOMPANY PERMIT APPLICATION
- ALL FIELD CHANGES IN ROW WILL REQUIRE PRE-APPROVAL BY VDOT
- ALL UTILITIES ARE TO BE PLACED APPROXIMATELY 3' OFF THE BACK EDGE OF THE R-O-W, BEHIND THE DITCH UNLESS NOTED OTHERWISE
- ALL DISTURBED AREA ON VDOT R/W ARE TO BE RESTORED AND RE-SEED IN ACCORDANCE WITH STATE SPECIFICATIONS
- ALL STATE ROUTES AND PAVED DRIVEWAYS WITHIN THE R/W ARE TO BE DIRECTIONAL BORED
- POTHOLING OF EXISTING UTILITIES TO BE PRE-APPROVED BY VDOT
- RESTORATION OF ALL TRENCHES AND BORE PITS TO SPECS INCLUDING COMPACTION
- FIBER CABLE WILL BE PLOWED UNLESS NOTED OTHERWISE ON PRINTS
- ALL PLOWED AREAS ARE TO BE SEALED WITH VIBRATORY ROLLER WHEN NECESSARY
- HANDHOLES MUST BE CLEARLY MARKED AND PLACED OUTSIDE OF THE SHOULDER, BEHIND THE DITCH LINE IF POSSIBLE
- UTILITIES WILL NOT BE INSTALLED IN ROADSIDE DITCH
- CONTACT SMART TRAFFIC DAILY TO REPORT ALL WORK ZONES AND TRAFFIC CONTROL
 - RICHMOND DISTRICT: (804) 796-4520
 - HAMPTON ROADS: (757) 424-9920
- LOCATE VDOT UTILITIES 48 HOURS PRIOR TO EXCAVATION
 - TRAFFIC SIGNALS: (757) 925-1659 (OR 1653)
 - LIMITED ACCESS, INTERSTATE, & SIGN LIGHTING: (757) 484-9015 (OR 8940)

CONSTRUCTION NOTES

- RECORD GPS DATA FOR ALL NEW HANDHOLES, POLES BODIES OF WATER, CULVERTS AND RAILROADS
- PLACE FIBER 3' OFF BACK OF R-O-W UNLESS NOTED OTHERWISE
- PLACE FIBER ID 1.25" UNDER ALL DRIVEWAYS, ROADWAYS CULVERTS, AND RISER POLES
- BOND AND GROUND ALL SPLICE LOCATIONS AND BUILDING ENTRANCES
- PLACE FIBER OPTIC CABLE AT A MINIMUM DEPTH OF 36" BENEATH DITCHES
- PLACE FIBER OPTIC MARKER POSTS AT: 1,000' INTERVALS ALONG BURIED ROUTES, 2,000' INTERVALS ALONG AERIAL ROUTES, AT ALL HANDHOLES AND RISER POLES, AND ON BOTH SIDES OF A ROAD CROSSING
- PLACE FIBER CABLE TAGS AT HANDHOLE, POLE ATTACHMENTS, AND BUILDING ENTRANCES
- PLACE MBC STICKERS ON MBC PANELS AND TERMINAL EQUIPMENT
- PLACE A MINIMUM OF 8" THICK STONE FILTER FABRIC IN PROPOSED HANDHOLES

PROPERTY LINES & ROADS HAVE BEEN PLOTTED FROM AVAILABLE GIS INFORMATION, VDOT ROAD PLANS, FIELD OBSERVATIONS & COURTHOUSE DEED RESEARCH. - IN SOME AREAS A SURVEY MAY BE NEEDED TO DETERMINE THE EXACT LOCATION OF CERTAIN PROPERTY LINES.

PROJECT	MBC 1047-C
LOCATION:	PITTSYLVANIA, VA
PROJ. MANAGER:	CHRIS FEWOX
ENGINEER:	KEN WHITAKER BRYAN MCDEARMON



CONSTRUCTION



JOB TITLE:
MBC-VA (1047-C): DANVILLE-NORTH ROUTE FROM DANVILLE NODE TO KENTUCK RD.

MBC #:	1047-C	SHEET
NDEC #:	20-5534	23A OF 33
SCALE:	1" = 40'	
DATE:	8/3/2024	Packet Pg. 329

NOTE: CONTRACTOR SHALL FOLLOW CONSTRUCTION REGULATIONS SET FORTH BY THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT AND ANY OTHER VIRGINIA STATE CORPORATION COMMISSION REGULATION PERTAINING TO UTILITY PLACEMENT OR SEPARATION.

CALL BEFORE YOU DIG: MISS UTILITY - 1-800-552-7001 OR 811
THE LOCATIONS OF UTILITIES SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. PERSONS WORKING IN THE AREA COVERED BY THIS DRAWING MUST CONTACT STATEWIDE "CALL-BEFORE-YOU-DIG" SYSTEM TO ASCERTAIN THE LOCATION OF UNDERGROUND UTILITIES PRIOR TO PERFORMING ANY EXCAVATION

NOTE: UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. THEREFORE, UTILITY LOCATIONS WILL BE VERIFIED AT LEAST 100' IN ADVANCE OF TRENCHES, PLOWING OR BORING, SO THAT CHANGES IN CABLE PLACEMENT CAN BE MADE IN THE EVENT OF CONFLICT.

Attachment: RR Xing- Bore Method (2126 : Public Hearing: Fiber Easement Under County Railway (Staff Contact: Richard N. Hicks))



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: County/DHCD COVID-19 Small Business Recovery Assistance Grant Program Application (Staff Contact: Matthew D. Rowe)		
Staff Contact(s):	Matthew D. Rowe		
Agenda Date:	August 18, 2020	Item Number:	10.B.3
Attachment(s):	08-18-2020 Public Hearing Notice - County-DHCD COVID-19 Small Business Recovery Assistance Grant Program Application CDBG Citizen Participation Requirements - Public Hearings Letter of Interest - Pittsylvania County - COVID-19 Small Business Recovery Assistance Grant CDBG 2020-08-03 CDBG COVID Grant		
Reviewed By:	<i>VR</i>		

SUMMARY:

County Staff is seeking approval of a Grant request of \$330,000 to Virginia Department of Housing and Community Development (“DHCD”) to provide Grants with a maximum of \$15,000 for Small Businesses showing PPE needs and related supplies or rental assistance to rapidly and safely reopen or remain open due to the COVID-19 Pandemic. Grants can be up to \$10,000 in rental assistance and \$5,000 for retooling. Two (2) Public Hearings and a Resolution are required by DHCD to gather community input prior to submitting the Grant Application. The first Public Hearing was held at the July 21, 2020, Business Meeting.

FINANCIAL IMPACT AND FUNDING SOURCE:

None; (no local match).

RECOMMENDATION:

County Staff recommends the Board conduct the second Public Hearing and approve the submittal of the Grant Application and related documents to DHCD.

MOTION:

“I make a Motion to approve the submittal of the Grant Application and related documents to DHCD.”

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, August 18, 2020, at 7:00 p.m., in the Gallery Room of the Chatham Community Center, 115 South Main Street, Chatham, Virginia 24531, to receive citizen input on the potential County/DHCD COVID-19 Small Business Recovery Assistance Grant Program Application. The full text of the potential Application and related documents are available in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., and on the County's website, www.pittsylvaniacountyva.gov.

CDBG CITIZEN PARTICIPATION

For All Potential Local Government Applicants:

It is important that community development projects carried out wholly or in part with Virginia Community Development Block Grant (CDBG) funds involve extensive citizen participation during the proposal development process. Local citizen participation should be encouraged throughout the process of developing a Community Improvement Grant (CIG) proposal. In particular, participation by low- and moderate-income (LMI) residents of the project service area or a slum and blight area should be encouraged. Participation is encouraged prior to submitting a Planning Grant proposal, but there are no firm requirements.

The following steps, however, are required for each local government wishing to submit a Community Improvement Grant proposals, including both competitive round projects and projects being submitted under the open submission funds.

Public Hearing Requirement

At a minimum, at least **two public hearings** must be held during the CIG proposal development period.

- The two hearings must, at a minimum, be held **one week apart**.
- Advertisements for the two public hearing must be published separately. Applicants may not only publish one advertisement that includes information on both public hearings.
- Both public hearings must be held **within twelve months** of the application deadline (defined by DHCD in 2019 as after March 31, 2018). In the case of the same proposal being resubmitted from the prior competitive year, DHCD may waive the public hearing requirement on community development needs (first public hearing).
- Files must be maintained containing documentary evidence that the hearings were held, to include at a minimum a list of attendees, minutes of the hearings, and notices (2 types) of the public hearings.
- For **regional proposals**, each participating locality must hold two public hearings as described above.
- Applicants must provide timely written answers to written comments and grievances, within 15 working days where practicable.

Each hearing must be held after adequate notice as described below:

Notice of Public Hearings

Advertisement must be made in a non-legal, locally-circulated newspaper with the largest general circulation at least seven days prior to each hearing. The public hearing notices must provide the address, phone number, TDD, and times for submitting comments and grievances to the applicant locality. If publishing in a weekly paper, be sure the ads are published in such a manner as to comply with the requirements outlined here.

At least one other type of announcement must be done for each public hearing (examples below), at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped.

- Advertisement through locally-received radio and/or television stations;
- Distribution of flyers in LMI areas and in the proposed service area(s);
- Announcements at local community organization meetings; or,
- Announcements through local churches and community centers located in LMI and proposed project areas.

First Public Hearing

The first hearing must be held early in the CIG proposal development process to identify the applicant's community development and housing needs, the range of eligible project types funded through the CDBG program and the amount of money available to the applicant, as well as the applicant's past performance (if applicable) in the CDBG program during the previous five years. At a minimum citizens should be furnished with information concerning the amount of funds available (including program income) for proposed activities and the range of activities that may be undertaken, including the estimated amount to be used for activities that will benefit low- and moderate-income persons, the proposed CDBG activities likely to result in displacement, and plans for minimizing displacement of persons as a result of the CDBG project, and plans to assist persons actually displaced by the project.

Between the two hearings applicants must make available to the public a fact sheet or proposal summary that identifies the proposed activities and objectives for the project and identifies who will be affected by these activities. Citizens must have an opportunity to comment on this document.

Second Public Hearing

A second hearing must be held for public review of and comment on the final draft of the CIG proposal. A final draft or detailed fact sheet presenting the key activities and eligible benefits of the project must be available at the second public hearing, if not before.

Additional Citizen Participation Requirements

Local citizens should be provided with reasonable and timely access to local meetings, information, and records relating to the applicant locality's proposed and actual use of CDBG funds. Meetings should be conducted according to the standards established for the public hearings cited below (#4). CDBG-related information and records must be made available to interested citizens with the availability of such items announced at least in the same manner as the public hearing advertisements.

Technical assistance must be provided to groups representative of persons of low- and moderate-income that request such assistance in developing proposals for use of CDBG funds. The level and type of assistance is determined by the applicant locality but must include at least consultation and written communication between a local contact person responsible for the

CDBG proposal's development and interested groups. The name, address, and telephone number of the contact person(s) must be made available upon request and announced at all public meetings held on the CDBG proposal.

Where 5 percent or more of public hearing participants can be reasonably expected to be non-English speaking residents, applicants must take measures to accommodate their needs. Census data on the proposed project area and on the locality as a whole should be consulted to determine if this provision applies in a particular instance. Meeting this provision requires, at a minimum, having printed material available in the non-English language(s) and retaining the services of an interpreter(s) for all CDBG-related meetings and public hearings.

An applicant with a current CIG project to which activities are to be added, deleted, or substantially changed (that is, substantial changes made in terms of purpose, scope, location, or beneficiaries) must provide local citizens through a public hearing with an opportunity for comment on such changes, after the locality has informed citizens of the changes at least seven days prior to the hearing.

Applicants must keep documentation of how they met the above requirement in their CDBG files for verification. This documentation should include:

- Documentation of the Public Hearing advertisements,
- Documentation of the second method used to notify citizens of the public hearings,
- List of attendees,
- Minutes from the first hearing showing:
 - Available funds,
 - Available activities,
 - Past use of CDBG funds,
- Minutes from the second hearing showing:
 - Description of proposed activities,
 - Plans to minimize displacement and assist displaced persons (if applicable), and
 - Any requested special accommodations.

None of the foregoing may be construed to restrict the responsibility or authority of the local government applicant in the development and execution of its Community Improvement Grant project.

Public Hearing Advertisements

These advertisements should be made in accordance with the Plan above.

Model Advertisement – First Public Hearing

(Locality) will hold a public hearing on (date) at (time) at (location) to solicit public input on local community development and housing needs in relation to Community Development Block Grant (CDBG) funding for a project in our community.

Information on the amount of funding available, the requirements on benefit to low- and moderate-income persons, eligible activities, and plans to minimize displacement and provide displacement assistance as necessary will be available. Citizens will also be given the opportunity to comment on (locality's) past use of CDBG funds. All interested citizens are urged to attend. For additional information, contact (local contact name and information).

Comments and grievances can be submitted in writing to (locality) at (address) or by phone at (phone number and TDD) until (cut-off date).

If you plan to attend and have any special needs requirements, please call the number listed above.

Model Advertisement – Second Public Hearing

(Locality) will hold a public hearing on (date) at (time) at (location) to solicit public input on the proposed Community Development Block Grant (CDBG) proposal to be submitted to the Virginia Department of Housing and Community Development for (project name). Residents of the project area are encouraged to attend. The (project name) proposal will include the following activities (list activities).

The draft CDBG proposal will be presented for comment along with information on projected beneficiaries, including the number of low- and moderate-income residents to benefit from the proposed project, and plans to minimize displacement. Citizens will also be given the opportunity to comment on (locality's) past use of CDBG funds. A fact sheet on the proposed project and the draft proposal is available at (location). For additional information, contact (local contact name and information).

Comments and grievances can be submitted in writing to (locality) at (address) or by phone at (phone number and TDD) until (cut-off date).

If you plan to attend and have any special needs requirements, please call the number listed above.

CITIZEN PARTICIPATION ASSURANCES AND CERTIFICATION

The applicant assures and certifies that it has provided its citizens adequate opportunities to participate in the development of this proposal by:

- Holding at least two public hearings in the locality prior to the submission of the proposal, the first one for the purpose of obtaining the views of citizens on community development and housing needs and the second (held at least 7 days after the first) for the purpose of informing the public on the proposed CDBG project. Participation by low- and moderate-income residents and stakeholders in the project or service area and the community at large was encouraged. The hearings were held at times and locations convenient to potential beneficiaries and with accommodation for the disabled. Public input into the development of this proposal was obtained at hearings held on:

_____ AND _____;
 (date) (date)

- Publishing a notice to advertise the public hearings and availability of proposal information at least 7 days prior to the dates of the hearings in the non-legal section of a NEWSPAPER of local general circulation and AT LEAST ONE OTHER TYPE OF ANNOUNCEMENT. The advertisements ran on:

_____ AND _____;
 (date) (date)

Advertisements for the two public hearing must be published separately. Applicants may not only publish one advertisement that includes information on both public hearings.

- Maintaining files which contain documentary evidence that the hearings were held. These files must contain proof of publication of the hearing notices, written and/or recorded minutes of the hearings, and lists of citizens attending the hearings;
- Making CDBG program and proposal documentation available to the public for comment during regular office hours. This documentation should include the range of proposed activities, the estimated amounts of funding which will benefit low- and moderate-income persons, the plans to minimize displacement and provide displacement assistance where applicable, and a summary of the proposed application. This documentation should also include public information on any other CDBG project undertaken within the last 5 years;
- Providing technical assistance to groups representative of persons of low- and moderate-income that request such assistance in developing proposals for the use of CDBG funds, with the level and type of assistance determined by the locality;

- Providing timely written responses to written complaints and grievances, within 15 working days where practicable;
- Accommodating the needs of non-English speaking residents at public hearings where more than 5% of the attendees can be reasonably expected not to speak English; and,
- Adhering to the CDBG Citizen Participation Plan per the 2019 CDBG Program Design.

Chief Administrative Official

Name	Title
Signature	Date

Attach original copies of all newspaper Public Hearing notices. Original notice copies should be clipped from the appropriate newspapers and attached with clear tape to 8 ½-inch x 11-inch white paper with the date of publication clearly visible. Photocopies should be made for other proposal copies

In Regional proposals, each participating locality must conduct two public hearings and the proposal must contain, from each participating locality, a signed copy of this page and copies of all newspaper advertisements. Again, originals in original copy and photocopies in other copies.

Mr. Matt Weaver
Associate Director of Community Development Policy
VA Department of Housing & Community Development
600 E Main St; Suite 200
Richmond, VA 23219
By email: matthew.weaver@dhcd.virginia.gov

June 18, 2020

RE: Letter of Interest from Pittsylvania County - COVID-19 Small Business Recovery Assistance Grant CDBG Program

Dear Mr. Weaver:

Businesses in Pittsylvania County have been hit hard by the COVID-19 Pandemic, in particular, restaurants, retail, nonprofits, accommodations, arts, recreation, personal care and health practitioners, and there are few funding options to help them move forward to safely to open and stay open as Virginia arrives at Phases 2 and 3. Several business owners are concerned about retooling and rent. An action in which the County could partner with DHCD to assist them is to offer up to \$15,000 to qualified businesses meeting specified criteria, the use of the grant for up to \$5,000 retooling/technology activities and up to \$10,000 in rent relief. Pittsylvania County's unemployment was 3% and is now 12.7%. The County proposes to partner with the towns of Hurt, Gretna, and Chatham, as well as the Danville Regional Foundation (DRF) and the Danville Pittsylvania Chamber of Commerce for promotion of the program. There is already a partnership with DRF and the Chamber to provide printed business/customer-friendly COVID-19 Marketing Materials. Pittsylvania County is part of an established regional COVID-19 Task Force, and this would build upon the work already being done.

Pittsylvania County estimates that 30 businesses qualifying for up to \$10,000 could be served and proposes to apply for \$300,000 grant.

In consideration of local reopening procedures and priorities, the County proposes to work quickly to process applications while offering technical support through existing webinars and other partners, such as the Health Department, to ensure safety and expediency.

Partners needed to administer this business support program include the Chamber, Danville Regional Foundation, town leaders and business mentors.

Should you have any questions, please call me directly at (434) 713-8929.

Sincerely,



Matthew Rowe, Director
Pittsylvania County Office of Economic Development

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2020-08-03**

DHCD CDBG COVID-19 SMALL BUSINESS RECOVERY ASSISTANCE GRANT APPLICATION

WHEREAS, at the Business Meeting of the Pittsylvania County Board of Supervisors (the “Board”) held on Tuesday, August 18, 2020, in the Gallery Room of the Chatham Community Center, the following Resolution was presented and adopted:

WHEREAS, pursuant to two (2) public hearings, Pittsylvania County, Virginia (“County”), desires to apply for \$330,000 of Virginia Community Development (“DHCD”) Block Grant funds for 2020 County COVID-19 Small Business Recovery Grant Program; and

WHEREAS, it is projected that up to twenty-five (25) small businesses will receive assistance from the implementation of this Program, which may serve and be owned by low-and moderate-income persons.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board approves this Grant Application, and that the County Administrator is hereby authorized to sign and submit appropriate documents for the submittal of this DHCD Grant proposal.

Given under my hand this 18th day of August, 2020.

Robert W. Warren, Chairman
Pittsylvania County Board of Supervisors

David M. Smitherman, Clerk
Pittsylvania County Board of Supervisors



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Appointment: DPCS (Contact: Chariman Warren)		
Staff Contact(s):	Chariman Warren		
Agenda Date:	August 18, 2020	Item Number:	13.a
Attachment(s):	R J Weaver		
Reviewed By:			

SUMMARY:

There is a vacancy for the Board Member-At-Large seat on the Danville Pittsylvania Community Services (“DPCS”) Board. Chairman Warren has recommended that R.J. Weaver be appointed to serve in this position for a three (3) year term.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board appoint Mr. Weaver to the DPCS Board for a three (3) year term.

MOTION:

“I make a Motion to appoint Mr. Weaver to the DPCS Board for a three (3) year term.”



BOARD OF SUPERVISORS
P.O. Box 426 • 1 Center Street
Chatham, Virginia 24531
Phone (434) 432-1987

Committee, Board, and Commission Interest Form

Name _____ Date _____

Address _____

Phone _____ Voting District _____

Email _____

Committee, Board, or Commission of Interest _____

Education Background _____

Occupation _____

Why do you want to serve on this Board? _____

Special Skills/Interests/Qualifications that would be of benefit to appointment

*Please feel free to attach a cover letter or resume; although it is not required.

DISCLAIMER: *The Pittsylvania County Board of Supervisors reserves the absolute legal right to appoint an individual to any Committee, Board, or Commission. Moreover, completion and submission of the Citizen Committee Interest Form does not guarantee an appointment to a committee by the Pittsylvania County Board of Supervisors.*

Attachment: R J Weaver (2133 : Appointment: DPCS (Contact: Chariman Warren))