

**Pittsylvania County Board of Supervisors  
Tuesday, September 20, 2016  
Adjourned Meeting**

**VIRGINIA:** The Adjourned Meeting of the Pittsylvania County Board of Supervisors was held on Tuesday, September 20, 2016 in the General District Courtroom of the Edwin R. Shields Addition in Chatham, Virginia. Jessie L. Barksdale, Chair, called the meeting to order at 7:00 p.m. The following members were present:

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

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

After a Moment of Silence, Mr. Barksdale led the Pledge of Allegiance.

**Approval of Agenda**

Motion was made by Mr. Davis, seconded by Mr. Warren, to approve the agenda with the added closed session Project Little Light to be added to the agenda, which was unanimously approved by the Board.

**Hearing of the Citizens**

No one signed up to speak for the Hearing of the Citizens.

**Public Hearings**

**Rezoning Cases**

**Case 1: : Jason Karl Keesee & Beth Calloway Keesee – Callands-Gretna Election District R-16-021 M-1, Industrial District, Light Industry to A-1, Agricultural District**

Mr. Barksdale opened the public hearing at 7:05 pm. Mr. Shelton explained Jason and Beth Keesee had petitioned to rezone 42.10 acres, located off of U.S. Highway 29 (off Dual Track Road), in the Callands-Gretna Election District from M-1, Industrial District, Light Industry to A-1, Agricultural District. Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioners' request. Jason and Beth Keesee were there to represent the petition. No one signed up to speak and Mr. Barksdale closed the hearing at 7:06 pm. Motion was made by Mr. Hagerman, seconded by Mr.

Blackstock, to approve rezoning Case R-16-021 from M-1 to A-1 and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Hagerman's motion was unanimously approved by the Board.

**Case 2: K H C Associates, LLC – Banister Election District R-16-022**

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

Mr. Barksdale opened the hearing at 7:07 pm. Mr. Shelton explained K H C Associates, LLC had petitioned to rezone a total of 182.49 acres, located on State Road 640/Spring Garden Road and on State Road 706/Abbott Place in the Banister Election District from R-1, Residential Suburban Subdivision District to A-1, Agricultural District. Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioners' request. No one signed up to speak and Mr. Barksdale closed the hearing at 7:10pm. Motion was made by Mr. Hagerman, seconded by Mr. Blackstock, to approve rezoning Case R-16-022 from R-1 to A-1 and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Hagerman's motion was unanimously approved by the Board.

**Case 3: Shonitra A. Slayton – Banister Election District R-16-023**

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

Mr. Barksdale opened the public hearing at 7:11 pm. Mr. Shelton explained Shonitra A. Slayton had petitioned to rezone a total of 24.14 acres, located on State Road 600/Cedar Forest Road in the Banister Election District from R-1, Residential Suburban Subdivision District to A-1, Agricultural District. Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioners' request. Shonitra Slayton was there to represent the petition. No one signed up to speak and Mr. Barksdale closed the hearing at 7:12 pm. Motion was made by Mr. Blackstock, seconded by Mr. Warren, to rezone Case R-16-023 from R-1 to A-1 and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

**Case 4: Adam E. Cooper & Jennifer Reynolds Cooper: Callands-Gretna Election District R-16-024 A-1, Agricultural District to R-1, Residential Suburban Subdivision District**

Mr. Barksdale opened the public hearing at 7:13 pm. Mr. Shelton explained Adam and Jennifer Cooper had petitioned to rezone a total of 1.00 acre (part of 104.32 acres located on U.S. Highway 40/W Gretna Road in the Callands-Gretna Election District from A-1, Agricultural District to R-1, Residential Suburban Subdivision District. Once the properties are rezoned to R-1, all uses listed under Section 35-222 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioners' request. Adam Cooper was there to represent the petition. No one signed up to speak and Mr. Barksdale closed the hearing at 7:15 pm. Motion was made by Mr. Hagerman, seconded by Mr. Barber, to rezone Case R-16-024 from A-1 to R-1, and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

This concluded the public hearing.

### **Unfinished Business**

At the September 6, 2016 meeting a motion was made by Mr. Barber, seconded by Mr. Davis, for a reappropriation of \$64,133.91 as follows: \$400.80 to Treasurer-Legal Services (100-4-012410-3150), \$100.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$100.00 to Sheriff-Undercover Work (100-4-031200-6024), \$1,185.38 to Sheriff-Parts (100-4-031200-6030), \$217.80 to Sheriff-Labor (100-4-031200-6031), \$50.00 to Jail-Food Supplies (100-4-033100-6002), \$10,336.38 to B&G-Repairs & Maintenance (100-4-043100-3320), \$4,495.00 to CSA-Pool Program (100-4-053500-7003), \$150.00 to Recreation-Field Maintenance (100-4-071100-6006), \$175.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$30,614.18 to WIA-Rent (251-4-353853-6014), \$16,309.37 to Building & Grounds Improvements (310-4-094130-8158). This motion required a 10-Day Layover that had now been met and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Barber's motion was unanimously approved by the Board.

### **New Business**

David Hoback, Executive Director for the West Piedmont Planning District (WPPDC), briefly discussed the WPPS's Regional Strategic Planning Effort and its legislative agenda to be more concise and more focused on local government issues that broadly impact all our localities. He invited the Board to attend the West Piedmont Regional Summit on October 19, 2016 and said that their goals are to make everyone aware of the process, ask for support and participation, and advocate with stakeholders in the community.

Based on the Board of Supervisors' recent action on September 3, 2016 to adjust the methodology used for assessing Merchants Capital Tax, a motion was made by Mr. Blackstock, seconded by Mr. Barber, to authorize the Treasurer to issue the refund of \$113,616.32 under §58.1-3990 of the Code of Virginia, 1950, as amended. The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

Adjourned Meeting  
September 20, 2016



Shirley Yeatts Hammock  
Commissioner

OFFICE OF  
**COMMISSIONER OF THE REVENUE**  
PITTSYLVANIA COUNTY  
P.O. BOX 272  
CHATHAM, VIRGINIA 24531

(434)432-7940  
(434)656-6311  
FAX (434)432-7957  
shirley.hammock@pi.gov.org

Mr. Clarence Monday  
Pittsylvania County Administrator  
PO Box 426  
Chatham, VA 24531

RE: MERCHANTS CAPITAL METHODOLOGY CHANGE

Dear Mr. Monday:

Enclosed please find 3 letters of refund that will need the Board of Supervisor's approval based on the County Ordinance.

These refunds are a result of the recent changes made to the Merchants Capital methodology.

Regards,

A handwritten signature in cursive script that reads "Shirley Y. Hammock".

Shirley Y. Hammock  
Commissioner of the Revenue

SYH

Enclosures

Adjourned Meeting  
September 20, 2016



Shirley Yeats Hammock  
Commissioner

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September 14, 2016

Vincent Shorter, Treasurer  
Pittsylvania County  
Chatham, VA 24531

Dear Mr. Shorter:

The following taxpayer's assessment on Merchants Capital was adjusted based on the Board of Supervisors revising the methodology in assessment. This was retro-active to January 1, 2016. The taxpayer states taxes have been paid and is requesting a refund under Sec.58.1-3990 Code of Virginia.

**NAME & ADDRESS:**  
**ATKINSON TRUCK SALES**  
**11541 U S HWY 29 NORTH**  
**CHATHAM VA 24531**

**ACCOUNT #64004**

**BILL NUMBER:16A64004.00**

**Full or Partial: Partial**

**Merchants Capital - 2016 ASSESSED VALUE: \$2268750 TAX: \$62390.63**

**2016 REFUND DUE: \$39,617.33**

Thank you for your attention in this matter.

Regards,

Shirley Y. Hammock  
Commissioner of the Revenue

SYH/syh

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Commissioner

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**NAME & ADDRESS:**  
**J & J TRUCK SALES**  
**7441 DRY FORK RD**  
**DRY FORK VA 24549**

**ACCOUNT # 128972**

**BILL NUMBER: 16A128972.00**

**Full or Partial: Partial**

**Merchants Capital - 2016 ASSESSED VALUE: \$3,976,960 TAX: \$109,366.40**

**2016 REFUND DUE: \$39,381.79**

Thank you for your attention in this matter.

Regards,

Shirley Y. Hammock  
Commissioner of the Revenue

SYH/syh

Adjourned Meeting  
September 20, 2016



Shirley Yeatts Hammock  
Commissioner

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September 14, 2016

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**NAME & ADDRESS:**  
**SMITH MOUNTAIN INDUSTRIES**  
**DbA VIRGINIA CANDLE COMPANY**  
**200 TOY LANE**  
**BLAIRS VA 24527**

**ACCOUNT # 220633**

**BILL NUMBER: 16A220633.00**      **Full or Partial: Partial**

**Merchants Capital - 2016 ASSESSED VALUE: \$1,895,190 TAX: \$52,117.73**

**2016 REFUND DUE: \$31,846.10**

Thank you for your attention in this matter.

Regards,

Shirley Y. Hammock  
Commissioner of the Revenue

SYH/syh

Bryan Haskins, Commonwealth Attorney, was made aware at the end of last fiscal year that he had vacancy savings remaining at the Compensation Board that could be reallocated to current employees in his office. A request was made by Mr. Haskins to utilize these funds. Since this was done after the adoption of the FY2017 budget, these funds were not included in the original state revenue figures for the Commonwealth's Attorney's office nor in the Commonwealth's Attorney's budget. A motion was made by Mr. Barber, seconded by Mr. Davis to amend the Commonwealth's Attorney's budget and appropriate \$4,059.00 to the salary and fringe line items (100-4-022100) from the additional funds that will be received from the State Compensation Board (100-3-000000-2301). The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Barber's motion was unanimously approved by the Board. Mr. Blackstock then explained to the public that this was money from the state to the Commonwealth Attorney's office.

Motion was made by Mr. Warren, seconded by Mr. Davis, to approve and appropriate a total of \$150,000.00 to the WIA Fund. The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Warren's motion was unanimously approved by the Board.

VIRGINIA COMMUNITY COLLEGE SYSTEM  
Arboretum III - 300 Arboretum Place, Third Floor, Suite 200  
Richmond, Virginia 23236

NOTICE OF OBLIGATION

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
INCUMBENT WORKER TRAINING PROGRAM

Award Period: June 1, 2016 - December 31, 2017

Subrecipient: West Piedmont  
CFDA #: 17.260

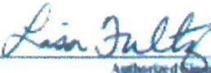
NOD No.: 1WIA-17-15-01-FWTRR  
Program Code: 3022

<u>Fund Type</u>	<u>Prior Level</u>	<u>CHANGE</u>	<u>New Level</u>
WIOA Statewide - Incumbent Worker Training	\$ 150,000	\$ 0	\$ 150,000
Total All Programs	\$ 150,000	\$ 0	\$ 150,000

The subrecipient must follow Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Chapter I, Chapter II, Part 200 et al. including the Department of Labor's exceptions codified at 2 CFR Part 2000.

This award is for Incumbent Worker Training Program activities to accordance with the Incumbent Worker Training Program RFP and the line item budget.

By my signature, I accept the Terms & Conditions of this award and agree to use the funds as outlined.

  
\_\_\_\_\_  
Authorized Signature  
Lisa Fultz  
\_\_\_\_\_  
Print Name

10 Jun 2016  
\_\_\_\_\_  
Date  
Executive Director  
\_\_\_\_\_  
Title

VCCS Approved by:

\_\_\_\_\_  
George Tarnas, Administrator  
Federal Workforce Program  
(804) 819-5387

\_\_\_\_\_  
Date

Incumbent Worker Innovation Budget		
Item	Awarded Amount	Description
LWIA Administrative Activities	\$ 13,600.00	\$715 a month for 19 months for oversight, developing contracts, reporting, tracking outcomes etc. Includes salary and fringe.
LWIA Indirect Costs	\$ 1,360.00	10% of Admin
LWIA Incumbent Worker Training	\$ 132,515.00	Propose to serve at least 75 participants with Incumbent Worker Training
LWIA Travel	\$ 475.00	For business services staff travel related to project
LWIA Supplies	\$ 250.00	Supplies related to the project
LWIA Outreach	\$ 1,800.00	To promote the opportunity to local employers throughout the region
Total	\$ 150,000.00	

Since the adoption of the FY 2017 budget, the Courthouse has needed major roof repairs. Motion was made by Mr. Blackstock, seconded by Mr. Barber, to approve an amendment to the Courthouse Maintenance budget and appropriate a total of \$37,000. The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. Mr. Blackstock's motion was unanimously approved by the Board. Mr. Blackstock also explained that this is money that is taken out of court costs and fees; it's not costing the County money.

Pittsylvania County Juvenile and Domestic Court Services Unit requested proposals for The Outreach Detention program which provides supervision & intervention of youth before the Court and on supervision to the CSU and electronic monitoring. The goal of the program is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services. The goal of the Electronic Monitoring Services program is to reduce the number of new law violations while awaiting trial, the need for secure detention or other out of home placement, and ensure court appearances for juveniles in the program by providing close monitoring, crisis intervention and referral for services. The Purchasing Department emailed to seven vendors, the RFP dated 06/28/2016. It was advertised in 2 local newspapers, posted on the County's public notice board and posted on the County's website. Five responses were received. All response was evaluated. The top 2 ranking vendors, Intercept Youth and WW Moore gave presentations on 8/23/16. The evaluation committee consisting of Joyce Green, Jay Gaylor, Brenda Gee, and Linda Mills voted that Intercept Youth Inc. was the best choice for the County. The contract will be for 2 years with one- 2 year renewal. A motion was made by Mr. Blackstock, seconded by Mr. Hagerman, to authorize the County Administrator to execute the contract with Intercept Youth Services, Inc. Mr. Blackstock's motion was unanimously approved by the Board. Mr. Warren asked if there was an opportunity for receiving funds back and Mr. Hunt said that he will get back with an answer.



**County of Pittsylvania, VA**

Contract Number: 20160930

This contract entered into this 1st day of October, by Intercept Youth Services, Inc hereinafter called the "Contractor" and County of Pittsylvania called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the County of Pittsylvania as set forth in the RFP 16-06-28 and proposal received.

PERIOD OF PERFORMANCE: **PERIOD OF PERFORMANCE:** From 10/01/2016 through 06/30/2018 with one optional 2 year renewal.

The contract documents shall consist of:

- A. This signed form;
- B. The following portions of the Request for Proposals dated June 28, 2016:
  - (1) Scope of services,
  - (2) The General Conditions
- C. The Provider's Proposal dated July 18, 2016 and;
- D. The negotiated modifications (attachment A) to the RFP/Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

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

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

APPROVED AS TO FORM  
*J.V. Hunt*  
\_\_\_\_\_  
J. VADEN HUNT, ESQ.  
ATTORNEY, PITTSYLVANIA COUNTY

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

**ATTACHMENT A**

**Amendment**

**OWNER:** Pittsylvania County Board of Supervisors  
**CONTRACTOR:** Intercept Youth Services, Inc.  
**SERVICES:** Outreach Detention and Electronic Monitoring  
**DATE OF AMENDMENT:** September 7, 2016

\*\*\*\*\*

**ATTACHMENT A**

**The Contractor and Agency agrees to the negotiation items listed below:**

- Intercept has up to 24 hours from the time J&D Court Services contacts them to install the GPS on the juvenile at any location in the State of Virginia.
- Charge of \$39.00 per hour for any court-related matters. This includes attending Pittsylvania County J&D Court or Court services to testify in court, sign petitions and any other necessary needs we may have. Time will be billed in increments of 15 minutes to begin when the Contractor arrives at the Courthouse and end when Contractor leaves the Courthouse.
- Make a telephone contact on the days there will be no face-to-face contact. There will be no charges for telephone calls.
- Pittsylvania County will be able to use other resources that Intercept may offer. Price will be negotiated when determined the need is necessary.

Lisette Jordan, Human Resources Manager, provided an update to the Board covering the work of the Committee. Mr. Davis asked where we are ranked as far as with other localities, and Ms. Jordan's response was that we are pretty much in line with Martinsville, Henry County, and Campbell County. Mr. Warren asked about there being a healthy lifestyle coaching program. Ms. Jordan said that was a long term goal.

Adjourned Meeting  
September 20, 2016

Pittsylvania County Library Board and staff acting by the direction of the Pittsylvania County Board of Supervisors looked throughout the Mount Herman community for a location that would be suitable to accommodate the citizens of the community for the placement of a library. There was concern that the existing location was inadequate space wise and too costly to renovate. The existing facility consists of an estimated 2,000 square feet, but due to conditions of the facility, only about 1,000 square feet can be utilized. The library staff identified a new location for the library at 4058, 4060, 4062, and 4064 Franklin Turnpike consisting of 5,000 square feet. This property is owned by Tuscarora Farms, Inc. A motion was made by Mr. Warren, seconded by Mr. Davis, to approve the lease for Mt. Hermon Library and authorize the County Administrator to execute it. Mr. Warren's motion was unanimously approved by the Board. Mr. Warren then thanked the Library Board and expressed his excitement about the new location. Mr. Barksdale also commented on his excitement and Mr. Blackstock thanked the Library board.

LEASE

THIS LEASE, made this \_\_\_ day of \_\_\_\_\_, 2016, by and between TUSCARORA FARMS, INC., hereinafter referred to as "Lessor," party of the first part, and the (BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY, VIRGINIA,) hereinafter collectively referred to as "Lessee," party of the second part.

W I T N E S S E T H

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties do hereby covenant and agree as follows:

1. LEASE OF PROPERTY; WARRANTIES AND COVENANTS OF LESSOR:

Lessor hereby leases and demises and Lessee hereby rents the following property:

That certain real property at the addresses of 4058, 4060, 4062, and 4064 Franklin Turnpike, Danville, Virginia, consisting of 5,000 square feet, and all fixtures and equipment which is the property of Lessor located on the real property (hereinafter, the "Premises").

2. TERM OF LEASE:

The initial term of this Lease shall be for a period of ten (10) years, commencing the \_\_\_ day of \_\_\_\_\_, 2016, with a maturity of August 31, 2026.

3. RENT:

The rent during Lease, shall be:

a) Three thousand five hundred and 00/100 dollars (\$3,500.00) per month. All rent payments shall be paid to Tuscarora Farms, Inc., 470 Piney Forest Road, Danville, Virginia, 24540. Monthly rental installments shall be due and payable on the first (1<sup>st</sup>) day of each month during the Lease. Should any monthly payment of rent remain overdue and unpaid for a period of fifteen (15) days, Lessee shall be in default, and Lessor, at its option, may be entitled to any and all of the remedies provided under Paragraph 17 of this Lease.

4. LATE CHARGES:

In the event Lessee does not pay monthly rentals or other charges which Lessee is required to pay to Lessor under this Lease within ten (10) days of the date such payments are due, Lessee shall pay to Lessor, at the option of Lessor, ten percent (10%) of the monthly installment. If a monthly rental installment is paid by check and the check is returned seven (7) days after the due date, the late charge shall apply.

5. NON-APPROPRIATION PROVISION:

Notwithstanding any other provision in this Lease to the contrary, if the Lessee fails during any fiscal year to appropriate or allocate sufficient funds to pay the amounts to be paid by the Lessee pursuant to the provisions of this Lease, which become due or payable during such fiscal year, then this Lease, and all the obligations of the Lessee hereunder shall automatically terminate at the end of the fiscal year in which

such non-appropriation occurs. The Lessee agrees to use its reasonable efforts to obtain any necessary funding contemplated by this Lease on an annual basis.

6. UTILITIES AND SERVICES:

Lessee shall be responsible for the payment of all utilities, including, but not limited to, water, gas, sewer, electric power, fuel consumed or used in or at the Premises, and any other utility or service used or attributable to the Premises.

7. TAXES:

Lessor will pay all real estate taxes assessed against the Premises. Lessee shall be responsible for all business, license, capital, or other taxes, levies, or other charges applicable to Lessee's business/use.

8. USE OF PREMISES:

The Premises shall be used for the operation of a public library and other appropriate public uses, and for no other purpose without the express written consent of the Lessor.

9. REPAIRS AND ALTERATIONS:

A. LESSOR'S REPAIRS:

Lessor shall, at its own cost and expense, make such repairs, alterations, and replacements to the parking area and structure, roof, and exterior of the building and to the Premises, and all buildings systems and equipment provided by Lessor to include plumbing, electrical, and heating and air

conditioning, as shall be reasonably necessary for Lessee's occupancy of, and conduct of business/use in the Premises and use of the parking areas, unless the need for such repairs is occasioned by the negligent or willful act of Lessee, its agents, employees, or invitees.

B. LESSEE'S REPAIRS:

Lessee covenants that during the Lease it will maintain the interior of the Premises and, subject to Lessor's express obligations under this Lease, Lessee will, at its sole cost and expense, keep the same in as good a condition and repair throughout the Lease as when first occupied, subject to reasonable wear and tear. Lessee shall have no obligation to make any replacements to the Premises, and Lessor has elsewhere in this Lease agreed to be responsible for the maintenance, repair, and replacement of all building systems, including systems for the Premises such as fixtures, equipment, and systems for heating and air conditioning, electrical, plumbing, light fixtures, and fire alarm. Lessee will deliver the Premises, at the expiration or sooner termination of the Lease, in the order and condition when first occupied, ordinary wear and tear and matters outside the reasonable control of Lessee excepted. Unless Lessor has specifically agreed to do so, Lessee shall have the obligation to repair, and/or to replace, at Lessee's cost and expense, any refrigerator, ice maker, or similar fixtures in Lessee's kitchen during the Lease. Lessee further agrees to be responsible for all

landscaping, grass maintenance, and the replacement of light bulbs during the Lease. All installations, repairs, restorations, and replacements required of a party hereunder shall be equal in quality to the original work.

C. TRADE FIXTURES:

All trade furnishings, fixtures, and equipment supplied and/or installed at the sole expense of Lessee, shall remain Lessee's property. Lessee may remove these items within five (5) days after termination of this Lease, provided:

(a) Lessee is not in default hereunder at the time of termination;

(b) Removal of the items can be accomplished without major damage to the Premises; and

(c) Lessee, within a reasonable time (not exceeding ten (10) days after removal), repairs or reimburses Lessor for the cost of repairing all resulting damages.

D. ALTERATIONS:

Lessee shall maintain the Premises, and every part thereof, in at least as good repair and conditions as when Lessee took occupancy, damages by causes beyond the control of Lessee, reasonable use, and ordinary wear and tear excepted. Lessee shall not make, or suffer to be made any alterations, additions, or improvements to or of the Premises, or any part thereof, without prior written consent of Lessor, which consent the Lessor covenants and agrees shall not be unreasonably withheld,

conditioned, or delayed; provided, however, no consent shall be required for any alterations, so long as such alterations are non-structural, do not decrease the value of the Premises, and do not alter the exterior appearance of the Premises. In the event Lessor consents to the proposed alterations, additions, or improvements, the same shall be at Lessee's sole cost and expense, except as otherwise provided in this Lease, or as otherwise agreed in writing by Lessor, and Lessee, to the extent allowed by Virginia law, shall hold the Lessor harmless on account of the cost thereof. Any such alterations shall be made at such time, and in such manner, as not to unreasonably interfere with the occupation, use, and enjoyment of the remainder of the building by the other tenants thereof. The Lessor has the right to promulgate regulations consistent with the above. All such alterations, additions, and improvements shall become the property of Lessor, and shall be surrendered along with the Premises, at the expiration or earlier termination of this Lease.

E. LIENS:

Lessee shall promptly pay its contractors and materialmen for all work done and performed by Lessee, so as to prevent the assertion or imposition of liens upon or against the Premises.

In the event a Memorandum of Mechanic's lien is filed, and Lessee fails to remove the lien within ten (10) days, Lessor may

elect to satisfy and remove the lien by paying the full amount claimed, without investigating the validity thereof, and Lessee shall pay Lessor, upon demand, the amount so paid by Lessor, including Lessor's costs and expenses, with interest. If Lessee fails to pay Lessor the amount as paid, including Lessor's costs and expenses with interest within ten (10) days after demand, Lessee shall be in default hereunder.

F. LESSOR'S LIABILITY:

Lessor shall not be liable to Lessee for any damages which may result from any failure of the Lessor to make any repairs required by this Lease to be made by the Lessor, unless the Lessor has received written notice of the needed repairs, in reasonable detail, or has actual knowledge of the need for such repairs sufficiently in advance of the occurrence of such damages or losses to allow adequate time for the Lessor to effect such repairs. In the event the Lessor fails to make any repairs required to be made by the Lessor pursuant to this Lease after reasonable receipt of such notice from Lessee, due allowance being made for the time reasonably necessary to effect such repairs, Lessee may, at Lessee's option, make such repairs. Lessee may abate rents by the cost of such repair or maintenance.

Lessee's only remedy under this Lease shall be for money damages or specific performance. In no event, shall Lessee have the right to levy execution against any property of Lessor other than his interests in the Premises. In the event of a sale or

other transfer of Lessor's right, title, and interest in the leased Premises, Lessee shall be released from all liability and obligation under this Lease at the option of the Lessee.

10. RULES AND REGULATIONS:

In addition to other covenants and conditions under this Lease, Lessee agrees as follows:

(a) Lessee shall, at all times, maintain the premises in a clean and neat condition;

(b) Lessee shall not engage, permit, or allow on the Premises any act or practice which is unlawful or immoral, which might injure the reputation of the Premises, or which constitutes waste or a nuisance; and

(c) Lessee shall not conduct any auction, fire, bankruptcy, sales, or close-out sales, on the Premises, without the prior written consent of Lessor.

11. INSURANCE:

A. CASUALTY INSURANCE ON CONTENTS:

Lessee shall maintain, at its expense, fire and casualty insurance coverage, protecting its property and the property of others located on the Premises from loss, damage, or injuries.

B. INCREASE IN FIRE INSURANCE PREMIUMS:

Lessee shall not keep in or upon the Premises any property which is prohibited by the standard policy form of fire insurance.

C. LIABILITY INSURANCE DURING THE LEASE:

Lessee shall provide and keep in force, for the protection of the general public and Lessor, liability insurance against claims for property damage, bodily/personal injury, or death upon the Premises, to the extent of not less than five hundred thousand and 00/100 dollars (\$500,000.00), with respect to property damage, bodily/personal injury, or death to any one (1) person and to the extent of not less than one million and 00/100 dollars (\$1,000,000.00) for property damage, bodily/personal injury, or death to any number of persons arising out of one accident.

D. NOTICE TO LESSOR REGARDING INSURANCE:

Any form of insurance provided in Paragraph 11(C), shall be in a form approved by Lessor. Unless otherwise provided, such policy shall name Lessor as an additional insured and shall contain a clause that the insurer shall not cancel, materially modify, or fail to renew the insurance without first giving Lessor thirty (30) days' prior written notice. Any such insurance shall be with an insurance company approved by the Lessor, authorized to do business in the Commonwealth of Virginia, and have a policyholder's rating of no less than "the most current edition of best insurance reports." A copy of the policy or certificate evidencing the insurance shall be delivered to the Lessor.

12. INDEMNIFICATION OF LESSOR:

Lessor shall not be liable for any damage to property or

injury arising from Lessee's occupation or use of the Premises, except as may be caused by Lessor's failure to perform under the Lease.

To the extent allowed by Virginia law, Lessee shall protect, indemnify, defend, and save harmless the Lessor, his agents, or servants from and against any and all claims, actions, damages, liabilities, and expenses (including reasonable attorneys' fees) resulting from the negligent, unlawful, or willful acts or omissions of Lessee, Lessee's employees, representative, agents, customers, invitees, or visitors, or from Lessee's failure to perform any obligation imposed upon it by law or the provisions of this Lease, notwithstanding any possible negligence (whether sole, concurrent, or otherwise) on the part of Lessor, its agents,

contractors, or servants.

13. DAMAGES TO PREMISES:

If the Premises is made untenable in whole or in part by fire or other casualty, the Lessor or Lessee, if it elects, may:

A. Terminate this Lease, effective as of the date of such fire or casualty, by written notice given to the Lessee/Lessor within thirty (30) days after such date, in which event rents shall abate from the date the Premises becomes untenable as a result of such fire or casualty; or

B. Repair, restore, or rehabilitate said Premises at Lessor's/Lessee's expense within sixty (60) days after the date

of such fire or casualty, in which event the term thereof shall not terminate, but any rents herein reserved shall be abated on a *per diem* basis for such period which the Premises remaining untenable. If only a portion of the Premises is untenable during such period, rents shall abate in proportion to that part of the total floor space which is untenable in relation to the total floor space of the Premises.

C. The right of termination under this Paragraph is separate and independent of any other provisions of this Lease relative to termination.

14. ASSIGNMENT AND SUBLETTING:

Lessee shall not assign or sublet the Premises without prior written consent of Lessor. Such consent shall not be unreasonably withheld.

15. EMINENT DOMAIN:

In the event the whole of the Premises shall be taken by any public authority under the power of eminent domain or like power, this Lease shall terminate as of the date possession is required to be delivered to the appropriate authority. In the event of only a partial taking under such power, which does not materially render the Premises unsuitable for Lessee's purposes, this Lease shall not terminate, but there shall be an equitable abatement of the rent proportionate to the part of the Premises taken under such power. In the event of total or partial taking under the powers of eminent domain, Lessors shall be entitled to all awards

or damages which may be allowed.

16. ENTRY OF LESSOR:

Lessor may, at all reasonable times, upon reasonable notice, enter the Premises:

- A. To inspect or protect the Premises;
- B. To effect compliance with any law, order, or regulation of any lawful authority;
- C. To make or supervise repairs, alteration, or additions;
- D. To exhibit the Premises to prospective tenants, purchaser, or other persons; and
- E. To alter or otherwise prepare the Premises for reoccupying at any time after Lessee has vacated the Premises.

Entry by Lessor shall not constitute an eviction of Lessee, or a deprivation of Lessee's rights, alter the obligation of the Lessee, or create any right in Lessee adverse to Lessor's interest hereunder.

17. DEFAULT:

As used in this Lease, the term "event of default" shall mean any of the following:

- A. Lessee's failure to pay any rental payment within fifteen (15) days after such rents are due and payable, or to pay any other amounts payable by Lessee to Lessor hereunder within ten (10) days after such are due and payable;
- B. Lessee's failure, within ten (10) days after receipt of demand from Lessor, to fulfill any obligation imposed on Lessee

by this Lease;

C. Lessee becomes insolvent, bankrupt, files, or has filed against him a bankruptcy proceeding, or makes an assignment for the benefit of creditors;

D. A receiver is appointed for Lessee or Lessee's leasehold interest hereunder or property used in connection therewith shall be taken upon writ of execution;

E. Lessee abandons or vacates the Premises; and/or

F. Lessor's failure to make repairs pursuant to Paragraph 9 within ninety (90) days of receipt of written notice from Lessee.

Upon the happening of an "event of default," Lessor, at its option, may:

(a) Accelerate the entire balance of the rent for the remainder of the Lease;

(b) Terminate this Lease;

(c) If default consists in whole or in part of Lessee's failure to expend funds as may be required of Lessee under this Lease, Lessor may make the necessary expenditure for the account of Lessee who shall reimburse Lessor therefore with interest at the rate of ten percent (10%) from date of expenditure; and/or

(d) Terminate Lessee's right to possession of the Premises, without terminating the term of this Lease.

Upon termination of this Lease, for any reason, or upon

termination of the Lessee's right of possession, Lessee shall promptly surrender possession to Lessor and vacate the Premises, or Lessor may re-enter the Premises and expel the Lessee or anyone claiming under the Lessee, and remove the property of any of them upon reasonable notice, Lessor being absolved of any liability or claim for damages in doing anything reasonably necessary or appropriate in connection therewith. If Lessor elects to take possession without terminating the remainder of the Lease, Lessor may, at its option, lease or sublease all or any part of the Premises on such reasonable terms and conditions as Lessor may elect and collect from Lessee any deficiency remaining due on the rent for the balance of the term, or any other obligations payable to Lessee under this Lease.

18. NOTICE AND REPORTS:

Any notice, report, statement, approval, consent, resignation, demand, or request to be given, and any option or election to be exercised by a Party under the provisions of the Lease, shall be effective only when made in writing and delivered by hand-delivery or by certified mail, return receipt requested, to the other Party at the applicable address set forth below. However, either Party may designate a different address by giving the other Party written notice of the change. Rentals payable to Lessor shall be paid by Lessee at the same address prescribed for delivery of written notice.

19. NOTICE TO LESSOR/NOTICE TO LESSEE:

Notice to Lessor or Lessee shall be deemed given when mailed by certified mail, return receipt requested, as follows:

A. TO LESSOR: Tuscarora Farms, Inc., J.W. Bolton,  
President, 470 Piney Forest Road, Danville, Virginia  
24540

B. TO LESSEE: Pittsylvania County, Virginia, County  
Attorney, 1 Center Street, P.O. Box 426, Chatham,  
Virginia 24531

20. SURRENDER AND HOLDING OVER:

Lessee shall surrender the Premises to Lessor on expiration of this Lease, or upon termination of this Lease, as provided for herein. At the time of surrender, the Premises shall be in the same condition as when received, normal wear and tear excepted. If Lessee holds the Premises after termination of this Lease for any reason, at the election of the Lessor, a tenancy from month-to-month shall be created thereby at the same rent as provided at the termination. The acceptance from Lessee of the rental or other payment by Lessor will not reinstate or extend the term of this Lease.

21. ATTORNEYS' FEES AS ADDITIONAL RENT:

If Lessor is compelled to incur any expenses, including reasonable attorneys' fees, in instituting and prosecuting any action or proceeding by reason of any default of Lessee hereunder, the sum or sums so paid by Lessor, with all interest as set forth in Paragraph 17 hereof, costs, and damages, shall be

deemed to be additional rent hereunder and shall be due from Lessee to Lessor on the first (1<sup>st</sup>) day of the month following the incurring of such respective expenses. Lessee shall have the right to recover reasonable attorneys' fees and costs of Court for enforcement of this Lease.

22. CONSTRUCTION OF LEASE:

This Lease shall be construed according to the laws of the Commonwealth of Virginia. References to Lessee, whenever consistent with the context of this Lease, shall include the plural, neuter, feminine, and masculine. Paragraph headings relating to the contents of particular paragraphs are inserted only for the purpose of convenience and are not to be construed as parts of the particular paragraphs to which they refer. Any exhibit attached shall be deemed in an original part of this Lease, only if initialed by the Parties, and bearing the same date as this Lease. This Lease contains all of the understandings between the Parties and may not be modified, except in writing, signed by all parties hereto or their successors. The failure of the Lessor to insist upon strict performance of any of the covenants or conditions of this Lease shall not be construed as a waiver of any such covenants, conditions, or options, but the same shall be and remain in full force and effect.

23. BINDING EFFECT OF LEASE:

All rights and liabilities hereunder shall benefit and bind the respective successors, heirs, and assigns of the Parties.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this  
Lease to be appropriate executed.

TUSCARORA FARMS, INC.

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

STATE OF VIRGINIA AT LARGE; to-wit:

The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2016,

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

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

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

THE BOARD OF SUPERVISORS OF  
PITTSYLVANIA COUNTY, VIRGINIA

By: \_\_\_\_\_ (SEAL)

Its: \_\_\_\_\_

STATE OF VIRGINIA AT LARGE; to-wit:

The foregoing instrument was acknowledged before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

APPROVED AS TO FORM

*J. Vaden Hunt*

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

The staff has reviewed the renovations needed at the new location for the Mount Herman library located at 4058 Franklin Turnpike. The existing facility has been toured by the Pittsylvania County Board of Supervisors as well as the Library Board. It consists of approximately 4,800 square feet that in the current state was set up to operate as a private school. In order to change the current use to a library it will be necessary to redesign the interior sections of the facility to more of an open concept to function as a library. This will require considerable demolition, reworking restrooms, lighting and new floor coverings throughout the entire facility. It will be necessary for the county to follow the Procurement Policy and send out an RFP of A&E services, to prepare the plans and bid specifications and assist with contract administration for the project. A motion was made by Mr. Warren, seconded by Mr. Barber, to appropriate from unappropriated funds \$190,000 for the renovations of the Mount Hermon Library. This requires a ten day layover.

Mark Narron, Animal Shelter Manager, gave an updated report on the County's new Animal Shelter. He stated that on 9/8/2016, they contracted with a professional services group for fundraising efforts. They are also currently looking into developing a volunteer program and so far, they have received \$11,640 in gifts for the shelter. Mr. Blackstock said that he would like to have updates on the fundraising ideas.

The Olde Dominion Agricultural Foundation (ODAF) requested an endorsement from the Board of Supervisors so ODAF can submit grant applications to expand the horse/cattle barn and arena facilities at the Olde Dominion Agricultural Center. There is no financial commitment for the County. A motion was made by Mr. Warren, seconded by Mr. Barber, to approve the Resolution of Support 2016-09-04. Mr. Warren's motion was unanimously approved by the Board.

**A RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF PITTSYLVANIA COUNTY, VIRGINIA**

RESOLUTION 2016-09-04

**VIRGINIA TOBACCO INDEMNIFICATION AND COMMUNITY  
REVITALIZATION COMMISSION  
PROJECT ENDORSEMENT RESOLUTION**

**WHEREAS**, the Virginia Tobacco Indemnification and Community Revitalization Commission was created to help foster economic development in the tobacco dependent communities of Southside and Southeast Virginia; and

**WHEREAS**, the Olde Dominion Agricultural Foundation Board located in Pittsylvania County, Virginia would like to submit a grant application in the amount of \$600,000 to the Virginia Tobacco Indemnification and Community Revitalization Commission utilizing the Agribusiness Projects Grant Program; and

**WHEREAS**, the Olde Dominion Agricultural Foundation Board located in Pittsylvania County, Virginia would also like to submit a grant application in the amount of \$600,000 to the Danville Regional Foundation; and

**WHEREAS**, the funds are to be used for the expansion and upgrade of the Olde Dominion Agricultural Center and will be fully funded through grant sources (as listed above), and/or the Olde Dominion Agricultural Foundation, with no financial commitment to the Pittsylvania County Board of Supervisors; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Pittsylvania, Virginia, does hereby support a grant application to the Virginia Tobacco Indemnification and Community Revitalization Commission in the amount of \$600,000 and a grant application to the Danville Regional Foundation in the amount of \$600,000 for the expansion of the horse/cattle barn and arena facilities at the Olde Dominion Agricultural Foundation. It is anticipated that once complete, the upgrade to the Agricultural Center will continue to encourage additional businesses and revitalization to the area, and

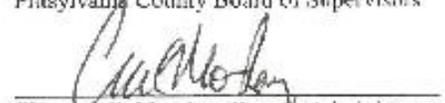
**BE IT FURTHER RESOLVED**, that the Board of Supervisors of the County of Pittsylvania does hereby authorize the Board of Supervisors Chairman and/or County Administrator to sign this Project Endorsement Resolution for the Olde Dominion Agricultural Foundation.

Certification

*I hereby certify that the foregoing resolution was duly considered by the Board of Supervisors of the County of Pittsylvania, Virginia at a regular board meeting in Pittsylvania County, Virginia, at which a quorum was present and that same was passed this 20th day of September 2016.*



  
Jessie L. Barksdale, Chairman  
Pittsylvania County Board of Supervisors

  
Clarence C. Monday, County Administrator  
Pittsylvania County Board of Supervisors

At the 9/6/16 Pittsylvania County Board of Supervisors' ("BOS") meeting, the BOS, as authorized by Virginia Code § 2.2-3712(B), announced it, within fifteen (15) days of said announcement, would be interviewing potential County Administrator candidate(s), in Closed Session, at undisclosed time(s) and location(s). The Board of Supervisors met on September 20, 2016 to conduct interviews for the County Administrators position. The clerk read the required certification of such closed session and the clerk called the roll of the Board per normal guidelines. The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Barksdale-Yes. The Board unanimously certified that the meeting to interview the candidates was conducted within the statutory requirements.

### **Board Announcements**

Mr. Hagerman spoke on the Climax Sorghum Festival and how much he enjoyed the food and vendors. He also invited everyone to the Gretna Alzheimer's group walk on October 6th.

### **Closed Session**

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

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

<b>Legal Authority:</b>	Virginia Code Section 2.2-3711(A)(5)
<b>Subject Matter:</b>	Project Little Light
<b>Purpose:</b>	Discussion of Potential Economic Development Incentive Package

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

The Board entered into Closed Session at 8:13 PM.

Motion was made by Mr. Barber, seconded by Mr. Warren, to re-enter into Open Session.

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

**BE IT RESOLVED** that at the Meeting of the Pittsylvania County Board of Supervisors on September 20, 2016, the Committee hereby certifies by a recorded vote that to the best of each board member's knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed meeting were heard, discussed or considered in the closed meeting. If any member believes that there was a departure from the requirements of the Code, he shall so state prior to the vote

Adjourned Meeting  
September 20, 2016

indicating the substance of the departure. The statement shall be recorded in the minutes of the Board.

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

The Board re-entered into Open Session at 8:44 PM.

### **Adjournment**

Motion was made by Mr. Barber, seconded by Mr. Hagerman, to adjourn the meeting, which was unanimously approved by the Board. The meeting ended at 8:47 pm.