RICHMOND COUNTY BOARD OF SUPERVISORS  
June 14, 2018

MINUTES

At a regular meeting of the Board of Supervisors for Richmond County, Virginia, held on the 14th day of June, 2018, thereof in the Public Meeting Room of the County Office Building.

Present:
F. Lee Sanders, Chairman
Richard E. Thomas, Vice-Chairman
Robert B. Pemberton, Member
William C. Herbert, II, Member
J. David Parr, Member

Also Present:
R. Morgan Quicke, County Administrator
Liz Hylan, Admin. Asst.
Hope E. Mothershead, Planning/Zoning
Stephan Smith, Sheriff
Dr. Smith, RCPS
Mitch Faulette, Chief, Emergency Services
Kristie Brann, Treasurer
Jennifer Delano, Commissioner of the Revenue
Dan Ream, Richmond County Public Library
Approximately 25 others.

CALL TO ORDER

Chairman Sanders gave the invocation, and led in the Pledge of Allegiance.

RESOLUTION- 150th ANNIVERSARY- MULBERRY BAPTIST CHURCH

Mr. Thomas along with Mr. Parr recognized Mulberry Baptist Church for their 150th Anniversary.

"On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to approve the following Resolution for the 150th Anniversary of Mulberry Baptist Church."


A RESOLUTION HONORING MULBERRY BAPTIST CHURCH ON THE OCCASION OF ITS 150th ANNIVERSARY

WHEREAS, through the vision of Mr. David Veney in 1868, a Deacon at Jerusalem Baptist Church in Emmerton, Virginia, he led a group of African-American worshippers to secure letters of proper dismissal and leave Jerusalem Baptist Church to organize their own church; and

WHEREAS, Mr. David Veney became the first pastor of Mulberry Baptist Church, where they first met under a brush arbor of Mulberry trees near the current Mulberry Baptist Church location; and

WHEREAS, Mr. Veney donated an acre of land and the first building was built upon it, which was a simple structure that was remodeled and enlarged over the years; and

WHEREAS, Mulberry Baptist Church has been led by 12 pastors in its 150 year history, David Veney, Lucius Harrod, John Wilkerson, Jacob Robinson, J.W. Tynes, L.D. Thomas, P.C. Young, W.H. Edwards, J.E. Toliver, Lewis Jackson, Karen Register-Veney and Gernard E. Reed; and

WHEREAS, through the years, Mulberry has a history of talented singers, has hosted songfests and has provided a quality Christian foundation for all members; and

WHEREAS, on June 30, 2018 and July 1, 2018, Mulberry Baptist Church will celebrate its 150th Anniversary, and

WHEREAS, it is appropriate that we acknowledge the history on this day, and congratulate all those associated with Mulberry Baptist Church, including current pastor, Reverend Gernard E. Reed, and all the congregation of the church as it continues to serve as a shining example of faith, grace and God’s will;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Richmond County, Virginia, the Board hereby congratulates Mulberry Baptist Church upon its 150th anniversary celebration, and grant all those associated with the church best wishes as they continue to serve their community through Christ.

F. Lee Sanders, Chairman
Richmond County Board of Supervisors

Date: June 14, 2018
MONTHLY STAFF REPORTS

RICHMOND COUNTY PUBLIC SCHOOLS

Dr. Smith shared with the Board it has been a busy Spring with a lot of events. Dr. Smith also shared Richmond County had four teams competing in the State Wide Competition this past weekend, they brought back many honors, metals, and a championship win for the Girls softball team.

Dr. Smith expressed his concern on the increasing threat of violence that children are facing. Dr. Smith noted this year there have been 23 school shootings, which resulted in 106 injuries, and 48 deaths of innocent teachers and children. Dr. Smith mentioned it is disturbing the State National Elective official’s in action regarding these events, no committees have been formed, no research has been authorized, no debates have been held on the floor from either the House or the Senate, and no laws have been passed to help children stay safe in schools. Dr. Smith noted the schools would be working hand in hand with the Sheriff’s Office and local Law Enforcement from staff training and active shooter training this summer to ensure the safety of the children.

Dr. Smith noted Graduation for the Class of 2018 would be held Saturday, June 16th at 9 am in the RHS Gymnasium.

SHERIFF

Sheriff Smith presented the following report for May, 2018: 896 calls for service; 391 civil papers; 40 arrests with: 69 warrants served; 67 traffic summons.

Sheriff Smith noted that as to the animal control division, there were 31 calls for service in May, 2018, with 1 dog transported to the Westmoreland Animal Shelter.

Sheriff Smith mentioned Richmond County Sheriff’s Office recovered two BB guns recently in a vehicle on school property at the Vocational Center. Sheriff Smith noted he is currently in the process of working with legislators on including in the bill for schools having a zero tolerance with any type of firearm. (For viewing purposes, Sheriff Smith shared the firearms with the Board Members.)

TREASURER

Kristie Brann, Treasurer, shared trial balances with the Board members and noted that the uncollected real estate tax amount for 2017 was $248,844.29.

Mrs. Brann also noted tax collection is going good and $63,000 has been collected just in 2017 taxes since the prior month. Mrs. Brann mentioned the last batch of civil warrants have been sent out, and a new land sale process has been started.

COMMISSIONER OF THE REVENUE
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Jennifer Delano, Commissioner, noted for personal property, vehicle’s and motorcycles VIN numbers are getting ready to be sent to NADA for evaluation.

Mrs. Delano mentioned the new construction for 2017 building permits, with the help of Pearson Appraisal those assessments recently have been completed. Mrs. Delano also mentioned new construction taxable assessment change for 2018 is roughly $6.29 million in value added for this year.

**PLANNING/ZONING/LAND USE**

Hope Mothershead reported for Barry Sanders that May 2018 there were 17 total New Building Projects, $1,511.19 in fees collected, and $452,812 in construction cost.

Mrs. Mothershead reported for the month of May 2018, 6 Land Disturbance permits were issued, and 5 Zoning Violations were addressed.

Mrs. Mothershead noted there is no planning commission meeting scheduled for the month of June. Mrs. Mothershead mentioned Wetlands Board has two board hearings scheduled for June 28, 2018, which include shoreline improvement.

Mrs. Mothershead shared other ongoing projects within the planning department include the comprehensive plan review and the LUCA update for 2020 Census. Mrs. Mothershead noted septic pump-out letters will be mailed in early July to the residents of Marshall and Stonewall Districts.

**EMERGENCY SERVICES**

Chief Paulette addressed the Board and gave the following report for the month of May: Richmond County Department of Emergency Services ran 134 calls for service with 89 transports in May. Total collected revenue for the month was $33,282.20.

Chief Paulette mentioned the Department hosted the Virginia Department of Fire Programs class Aircraft Rescue for First Responders on May 4th and 5th. Chief Paulette noted the class gave an overview of different types of aircraft related emergencies, rescue and firefighting safety for first responders. Chief Paulette mentioned the class was combined with a landing zone safety class put on by Life Evac out of West Point. Chief Paulette stated the class went over an hour of classroom safety briefings and landing zone requirements before taking the class over to RCVFD’s land on Scett Town Road to set up and land their helicopter. Chief Paulette also stated the class was then able to go over specifics about safety on the aircraft and speak with the flight crew about their needs and aircraft dangers in the case of emergencies.

Chief Paulette noted on Friday, May 11th the on-duty crews split time at RCC pinning ceremony and graduation that evening.
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Chief Paulette mentioned on Saturday, May 12th the on-duty crews took the new medic to Tractor Supply and set up our tent to hand out health and emergency preparedness flyers as well as signing up customers for our CodeRED Emergency Warning system.

Chief Paulette mentioned he attended the PEMS awards banquet at Busch Gardens on May 19th with one of the EMT students, James Hall, who was nominated for a scholarship award. Chief Paulette also mentioned the Department received 2 nominations, Chief Greg Baker was nominated and won EMS administrator of the Year for 2017, and James Hall was awarded the $1000.00 scholarship for Outstanding Contributions to EMS by a High School Senior.

Chief Paulette reported the EMT students are starting to take their exams with the National Registry and our first student to take her test has passed and is now a Nationally Registered EMT.

MR. DAN REAM- RICHMOND COUNTY PUBLIC LIBRARY

Mr. Ream shared Richmond County Public Library is the first library in Eastern, VA that will be starting a new program called The Dolly Parton Imagination Library. Mr. Ream stated because of a local sponsor donation the library now participates in this project and you will be able to register your child to receive a free book in the mail from birth to 5 years old as long as they are a Richmond County resident.

Mr. Ream also shared the library has another service available that they are now offering called Hoopla. Mr. Ream stated anyone with a Richmond County Library card could register online with your smartphone, tablet or laptop and download up to five free movies, audiobooks, comic books, e-books or music CDs each month.

PUBLIC COMMENT

Tayloe Emery expressed his concern with the Fones Cliff project and the many people that are against it. Mr. Emery stated this is the 8th month that Virginia True has been out of compliance, and believes the Board and County has a duty to make sure this project is done right.

Hill Wellford addressed his concern and shared pictures of the Fones Cliff damage. Mr. Wellford stated the flow of sediment into the river continues with each new period of rainfall. Mr. Wellford mentioned Virginia True representatives should know the history of cliff failure and the cliffs contain diatomaceous earth, which is fossilized remains of diatoms, soft, easily broken sediment. Mr. Wellford noted under the Chesapeake Bay Act, there is an obligation to protect to this area.

Chief Anne Richardson read a letter in regards to Fones Cliff issue that she would be sending to all the Board Members. Chief Richardson stated the Rappahannock Tribe is alarmed at the Virginia True Corporations continuing environmental violations at Fones Cliff. Chief Richardson demanded the Board of Supervisors take action to protect Fones Cliff and the Rappahannock River from further damage.
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Terrell Bowers mentioned all the erosion damage that the massive amount of rain has caused. Mr. Bowers quoted an article from the Northern Neck News that the design practices from the Fones Cliff site were never intended to control such a significant event nor are they required too. Mr. Bowers noted the Department of Environmental Quality inspected the site on May 22, 2018 and May 30, 2018 to evaluate the conditions and inspectors saw no evidence of runoff and cannot say for sure land clearing caused the cliff face to stuff off.

Joe McCauley stated the County should have all the authority to request a do over and revisit the decision that was made a few years ago to permit this development to proceed. Mr. McCauley noted this project was not well planned and was terribly executed.

Richard Moncure stated on behalf of the Friends of the Rappahannock recently they joined along with Richard English and Virginia True’s hired engineer Jeff Hoveth to record and assess the erosion damage of the cliff face directly below the 13 ½ acres that were cleared illegally by Virginia True starting back in October 2017. Mr. Moncure noted Fones Cliff is not only a critica habitat for Bald Eagles, but also a nursery for our crabs, fish and the sediment sloping off from the failed cliff affects the oysters and water grass downstream that provide income for our local economy and balance to our river eco system. Mr. Moncure asked Richmond County to utilize tools within the zoning ordinances to protect Fones Cliff from further degradation.

OLD BUSINESS

RICHMOND COUNTY ANTI-LITTER COMMITTEE - CREATION

Mr. Quicke stated at the May meeting, the creation of the Anti-Litter Committee was discussed. Mr. Quicke noted it was determined that this committee will be comprised of an individual from each of the five districts, as well as two at-large members appointed by the Board of Supervisors.

Mr. Quicke mentioned the purpose of the committee will be the organization of the County’s annual litter campaign through special events and education surrounding the benefits of keeping Richmond County Clean.

Mr. Quicke hopes to have a full committee in place by July, to try organizing a first annual clean up in the Fall.

“On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye; to adopt the following resolution to create the Richmond County Anti-Litter Committee and recommendations for appointees.”

RESOLUTION CHARTERING
RICHMOND COUNTY ANTI-LITTER COMMITTEE

WHEREAS, the Board of Supervisors recognizes that Richmond County (hereafter “the County”) has a need to promote litter control and recycling; and
WHEREAS, the Board of Supervisors wishes the citizens of the County to be aware of and involved in the development of litter control and recycling education within the County; and

NOW THEREFORE, the Board of Supervisors charters the Richmond County Anti-Litter Committee.

CHARTER

The Committee shall be known as the “Richmond County Anti-Litter Committee” (hereafter “the Committee”).

**Purpose.** The Committee’s purpose is to promote the cause of a cleaner, more attractive community through litter control and recycling.

**Public Body.** The Committee is a public body for the purposes of the Virginia Freedom of Information Act.

**Membership.** Each District Supervisor shall appoint one member to the Committee. In addition, the Board of Supervisors shall appoint two at-large members.

Each district member and each at-large member shall serve four years in staggered terms. Vacancies shall be filled by the Board of Supervisors for the unexpired term only. Members shall serve without compensation, but may be reimbursed for expenses necessarily incurred in the performance of Committee business.

**Staff Sponsorship and Liaison.** The County Administrator or his/her designee shall serve as the liaison to the Committee.

**Duties of the Committee.** The Committee has a duty to the citizens of the County to promote the cause of a cleaner, more attractive community. The Commission also has the duty to:

- Develop litter control programs for which state litter control grants can be expended.
- Conduct publicity campaigns and educational programs on litter control.

**Powers of the Committee.** The Committee may engage in the following activities in order to fulfill their duties:

- Promote law enforcement as it relates to litter, programs for the removal of litter, placement of anti-litter signs, litter containers and programs including recycling.
- Promote the preservation of trees and the encouragement and support of beautification projects undertaken by various organizations.
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- Spend grant and/or donated funds for the promotion of a cleaner, more attractive County.

- The Committee may create its own internal rules and regulations.

**Officers.** The Committee shall have three (3) officers: a Chairman, a Vice Chairman, and a Secretary. The Committee shall elect the Chairman and Vice Chairman and elect or appoint the Secretary at the first meeting of each calendar year. Each officer shall serve a one (1) year term.

**Duties and Powers of Officers.** The Chairman shall preside at all meetings, make committee appointments, work closely with or serve as the local coordinator for committee-sponsored litter and recycling programs within the County. The Chairman shall also carry out other duties as may be assigned by the Committee. The Vice Chairman shall perform any of these duties in the Chairman's absence or incapacitation. The Secretary shall keep the records of the Committee.

**Meetings.** Regular meetings of the Committee shall be held January through May and September through November on the second (2nd) Tuesday of the month at 6:30 p.m. in the Public Meeting Room beginning with the Annual Meeting of the Committee which shall be the first meeting of the calendar year. The Committee shall have the power to postpone or reschedule a regular meeting as needed. The Chairman shall have the power to call a special meeting. The Chairman shall give ten (10) days' notice before calling a special meeting unless a two-thirds (2/3) majority of the members present at such a special meeting agree to bypass this notice requirement.

**Quorum.** A majority of the members of the Committee shall constitute a quorum.

**Voting.** A decision on new business shall be made by a majority of all members. All other decisions shall be made by a majority of members present and voting. All votes shall be made by voice vote with the Chairman casting the last vote.

**Procedure.** Except as otherwise specified, proceedings of the Committee shall be governed by the most recent Robert's Rules of Order. An appeal from a ruling of the Chairman may be taken by any member and shall be determined by a majority of those members present. The Chairman shall be permitted to make motions and vote on all questions. Meetings of the Committee shall proceed in the following order: Call to order, Approval of Minutes, Unfinished Business, New Business, Adjournment.

**Fiscal Year.** The Fiscal Year of the Anti-Litter Committee shall run from July 1 through June 30.

**Required Reports.** The Committee shall present an annual report of the Committee's activities to the Board of Supervisors at a regular monthly meeting.
Amendments. Any amendments to the Charter shall be submitted to the Board of Supervisors for approval.

Effective Date. This Charter is effective upon passage.

Adopted this _____ day of ______________, 2018.

2020 GENERAL REASSESSMENT RFP

Mr. Quicke shared the RFP that is to be released prior to July 1, 2018, for the 2020 General Reassessment. Mr. Quicke noted the RFP is very much the same as used for the 2015 reassessment.

“On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye; to release the proposed RFP for the 2020 General Reassessment Services.”

PRESENTATION- DAVENPORT AND COMPANY- RAN AND RADIO FINANCING RESOLUTION AUTHORIZATIONS

R.T. Taylor stated May 1, 2018 on behalf of the County, Davenport distributed a request for proposals (RFP) to National, Regional, and Local Financing institutions in order to assess current market interest rates for viable financing options.

Mr. Taylor noted financing for the County’s short-term General Obligation Revenue Anticipation Note, Series 2018 in an amount up to $3,000,000. Mr. Taylor also noted the RAN will be repaid from general taxes and other revenues collected by the County and will be deemed Tax-Exempt and Bank Qualified.

Mr. Taylor mentioned the County received proposals from four banks, First Citizens Bank, KS Bank, Union Bank & Trust, and Zions Bank with First Citizens providing the lowest interest rate through maturity for both options, and flexible prepayment provisions with no penalty. Mr. Taylor also mentioned First Citizens Bank with the lowest interest rate of 2.46% fixed for 12 Months with the flexibility to prepay the loan in whole at any time without penalty and in part on or after 1/1/2019 without penalty, prior to Final Maturity.

“On a motion made by Robert B. Pemberton, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye; to approve the following resolution to move forward with the $3,000,000 RAN.”

See Resolution attached as Exhibit I.

Mr. Taylor addressed the Board in reference to the equipment lease purchase for the public safety radio equipment and noted that eight proposals were received. The recommendation is to accept the proposal from BB&T for the Lease Purchase which is at 3.13% for five years, with the first payment being due July 2019.
NEW BUSINESS

2018-2019 VIRGINIA JUVENILE COMMUNITY CRIME CONTROL ACT: RESOLUTION

Mr. Quicke stated the Virginia Juvenile Community Crime Control Act is administered by the Rappahannock Area Office on Youth, and is a budgeted item every year that needs an accompanying resolution from the Governing Body in support of the program. Mr. Quicke noted the VJCCCA includes the following services: community services work, supervision, electronic incarceration supervision, life skills, anger management groups and substance abuse education prevention groups. Mr. Quicke also noted the $11,698 that is contributed to this program each year is maintenance of effort (MOE), and is a derived formula computed in the 1990’s and has remained the same. Mr. Quicke mentioned the purpose of VJCCCA is hopefully a cost saver to the counties as it tries to keep struggling youth out of the detention system, and move them towards a successful life path.

“On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye; to approve the following Resolution for the Radio Equipment financing.”

RESOLUTION

VIRGINIA JUVENILE COMMUNITY CRIME CONTROL ACT

Be It Resolved that the Richmond County Board of Supervisors will participate in the Virginia Juvenile Community Crime Control Act and accept funds appropriate for the purpose set forth in this act for FY2019;

Be It Further Resolved that Richmond County will combine with the governing bodies of Essex, Lancaster, Norhumberland and Westmoreland Counties. Westmoreland County will act as fiscal agent for the program;

Be It Further Resolved that the County Administrator is hereby authorized to execute a local plan on behalf of the County of Richmond.

F. Lee Sanders, Chairman
Richmond County Board of Supervisors

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WARSAW- RICHMOND COUNTY RADIO AGREEMENT

Mr. Quicke addressed the board with the agreement that has been drafted to be signed by the County and Town regarding the implementation of the new radio agreement. Mr. Quicke noted with the implementation of the new agreement with King and Queen and Essex County he felt that a subsequent agreement with the Town of Warsaw would be necessary to outline the relationship between the County and the Town on the new arrangement.

"On a motion made by Robert B. Pemberton, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to approve the proposed Warsaw- Richmond County Radio Agreement attached Exhibit III."

VDOT- RURAL RUSTIC RESOLUTION- SPRING HILL ROAD

"On a motion made by Robert B. Pemberton, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to adopt the following resolution for the Rural Rustic Road Project."

RESOLUTION - RURAL RUSTIC ROAD PROJECT

ROUTE 659 – SPRING HILL ROAD

WHEREAS, Section §33.2-332 of the Code of Virginia, permits the improvement and hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1500 vpd; and

WHEREAS, the Board of Supervisors of Richmond County, Virginia ("Board") requests that Route 659, Spring Hill Road, from Route 690 to the End of State Maintenance, be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, this road is in the Board's six-year plan for improvements to the secondary system of state highways; and

WHEREAS, the general public and particularly those citizens who own land abutting this road have been made aware that this road may be paved with minimal improvements as is consistent with the development of a rural rustic road project; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Residency Administrator for the Virginia Department of Transportation concur in this designation.
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BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right of way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Residency Administrator for the Virginia Department of Transportation.

Recorded Vote
Moved By: __________________________ Signed
Seconded By: __________________________

Yea: __________________________
Nay: __________________________

Dated: ______________

A Copy Teste:

ONGOING PROJECTS

CONSTRUCTION UPDATE- EMS FACILITY

Mr. Quicke updated the board with the EMS Facility construction. Mr. Quicke mentioned Deputy Bowles flew his drone around the site and took a few pictures of the progress.

Mr. Quicke noted the entire pad has been poured. Mr. Quicke also noted the building is expected to arrive June 11th and shortly thereafter we will begin to see the building go up. Mr. Quicke mentioned bi-weekly owners meetings with M.L. Bell and Perretz and Young to discuss construction issues now that the building is close to being up.

RADIO SYSTEM UPDATE

Mr. Quicke stated coverage testing of system should take place “very soon” and once testing is complete, the order will be filled and will be on the way towards install, testing and full cutover.

WALNUT STREET PROPERTY- UPDATE

Mr. Quicke noted the building will be cleaned professionally on June 18th, and this should be one of the last items needed prior to July 1st.

FONES CLIFF- COMPLIANCE ISSUE

Mr. Quicke mentioned with the recent heavy rainfall, the cliffs did experience some erosion that is of concern.

Mr. English updated the board and public with his recent visit to the site, as well as a trip he took by boat with Friends of the Rappahannock.
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Mr. English noted there are multiple areas of the river front cliffs located along the Virginia True project site that experienced significant erosion due to the heavy rain events that occurred between May 16th and May 19th. Mr. English mentioned an estimated 10" of rain fell during that stretch of time. Mr. English noted the most prominent area of erosion is an approximately 120 feet long section of the cliffs that has collapsed. Mr. English stated the area is located directly below the upriver portion of the cleared area, and approximately 0.5 acre of the cleared area of this location sheet-flows rain runoff through 50’ wide wooded area where it then continues directly over the top of the cliff. Mr. English mentioned this portion of the cleared area is being served by silt- fencing to contain sediment from the cleared area. Mr. English noted the silt-fence had failed due to the heavy rain and runoff for which it was not intended to withstand. Mr. English stated there are two other areas of the cliffs that have eroded in close proximity to each other located approximately 350 feet downriver from the above-described location. Mr. English noted this area of the project had just recently implemented the erosion controls in accordance with the County approved plans. Mr. English noted there is some evidence of erosion located within the wooded area between these practices and the edge of the cliffs, but the most significant amount of erosion did not occur until the runoff reached the cliffs edge and/or steep sloped ravine that carries runoff flows down over the cliff.

Mr. English mentioned the cleared area on-site appeared to have fared quite well through the heavy rains. Mr. English noted the site has been stabilized with a good stand of grass, which aided significantly in reducing the amount of actual on-site erosion and discharge of sediment further downstream from the clearing. Mr. English also noted the approved erosion control plan has not yet been fully implanted but we are at least finally heading in the right direction. Mr. English stated at this time the plan will continue to be implemented as approved with on-going maintenance being required to restore the already installed practices back to their intended function.

Mr. English noted the cause of the erosion of the cliffs during these latest rain events cannot simply be pinned down to be completely natural or completely manmade alteration of the landscape.

Jeff Howeth commented himself along with Richard English met with contractors on June 6th and walked the entire site. Mr. Howeth noted the original geo-tech engineer Russ Harris with Dominion Engineering is scheduled to come back to the site and do a geotechnical evaluation, and is in the process of setting up a boring map for the drillers that come back to the site and drill the holes. Mr. Howeth stated the contractors are on site at this time, and it is considered in noncompliance until the site has been stabilized. Mr. Howeth noted the site is about 60% stabilized.

**BOARD APPOINTMENTS**

There are no Board Appointments for the Month of July 2018.

**MONTHLY APPROPRIATIONS- RICHMOND COUNTY DEPARTMENT OF SOCIAL SERVICES**
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“On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: To approve the July 2018 appropriations of Richmond County Department of Social Services for $85,000.00.”

MONTHLY APPROPRIATIONS - RICHMOND COUNTY SCHOOL BOARD

“On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: To approve the July 2018 appropriation of Richmond County School Board for $1,372,266.00.”

MONTHLY SUPPLEMENTAL APPROPRIATIONS

Mr. Quicke explained two (2) supplemental appropriations for the Board to consider this month. 
On a motion made by Robert B. Pemberton, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to approve a supplemental appropriation in the amount of $14,655.00 for Miscellaneous Contingency, Town of Warsaw sales tax.”

On a motion made by Richard E. Thomas, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to approve a supplemental appropriation in the amount of $44,000.00 for Solid Waste Management.”

APPROVAL OF MINUTES – MAY 10, 2018

“On a motion made by William C. Herbert, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to approve the minutes from the May 10, 2018 meeting as presented.”

OTHER BUSINESS

Chairman Sanders mentioned himself along with Mr. Quicke recently met with Mitch Paulette to talk about his performance and acting status with Richmond County EMS that expires at the end of June. Chairman Sanders also mentioned himself and Mr. Quicke agreed they would like to offer Mr. Paulette a permanent position effective July 1st.

Chairman Sanders noted that currently R. Morgan Quicke is the EMS Deputy Coordinator and suggested that Tammy McDaniel move into that position.

“On a motion made by F. Lee Sanders, II, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to accept Tammy McDaniel as Richmond County EMS Deputy Coordinator.”

Mr. Quicke discussed a letter received from Pleasant Valley Pool including information on a 50th Anniversary being held at the pool location on June 24, 2018. The event will include live music, therefore the request is presented to the board.
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“On a motion made by Robert B. Pemberton, the Board voted: F. Lee Sanders – aye; Richard E. Thomas – aye; William C. Herbert, II – aye; J. David Parr – aye; Robert B. Pemberton – aye: to approve the 50th Anniversary event being held at Pleasant Valley Pool, June 24th, 2018.”

Mr. Quicke mentioned The Commerce Park Crop land is up for lease this coming September, and VA Tech Agricultural Research Center located on Menokin Road, has expressed their interest in this property. Mr. Quicke noted this property is about 40 acres that is leased currently for $131 an acre and brings in about $5200 a year in revenue. Chairman Sanders requested someone from VA Tech to attend the July Board meeting and explain their purposes for this property for a better understanding.

ADJOURNMENT
After no further business, Chairman Sanders adjourned the meeting.

F. Lee Sanders, Chairman
Richmond County Board of Supervisors
COUNTY OF RICHMOND, VIRGINIA

A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO $3,000,000 PRINCIPAL AMOUNT OF A REVENUE ANTICIPATION NOTE OF THE COUNTY OF RICHMOND, VIRGINIA, AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF

Adopted June 14, 2018
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Be it Resolved by the Board of County Supervisors of the County of Richmond, Virginia:

Section 1 - Definitions  Unless the context shall clearly indicate some other meaning, the following words and terms shall for all purposes of the Resolution and of any certificate, resolution or other instrument amendatory thereof or supplemental thereto for all purposes of any opinion or instrument or other documents therein or herein mentioned, have the following meanings:

“Act” shall mean the Public Finance Act, Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended.

“Board” shall mean the County Board of Supervisors.

“Bond Counsel” shall mean Sands Anderson PC or another attorney or firm of attorneys nationally recognized on the subject of municipal bonds selected by the County.

“Business Day” shall mean any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banks generally are open for business in the Commonwealth of Virginia.

“Chairman” or “Chair” shall mean the Chairman or Vice Chairman of the Board.

“Clerk” shall mean the Clerk of the Board.

“Closing Date” shall mean the date on which the Note is issued and delivered to the Noteholder.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and applicable regulations, procedures and rulings thereunder.

“Commonwealth” shall mean the Commonwealth of Virginia.

“County” shall mean the County of Richmond, Virginia.

“Interest Account” shall mean the Interest Account in the Note Fund established by Section 6.

“Interest Payment Date” shall mean January 1, 2019 and June 30, 2019, the Maturity Date.

“Maturity Date” shall mean June 30, 2019.

“Note Fund” shall mean the Note Fund established by Section 6.

“Note or Notes” shall mean the revenue anticipation note of the County, Series 2018, in the aggregate principal amount of up to $3,000,000 authorized to be issued hereunder.

“Note Period” shall mean the period beginning on the Closing Date and ending on the 30th day of June, 2019.
"Noteholder" or "Holder" shall mean First-Citizens Bank & Trust Company, as registered owner of the Note.

"Outstanding" when used in reference to the Note shall mean, as of a particular date, the Note authenticated and delivered under this Resolution except:

(i) any Note cancelled by the County at or before such date;

(ii) any Note for the payment of which cash equal to the principal amount thereof, with interest to the date of maturity, shall have been deposited with the Paying Agent prior to maturity;

(iii) any Note for the redemption or purchase of which cash or noncallable direct obligations of the United States of America, equal to the redemption or purchase price thereof to the redemption or purchase date, shall have been deposited with the Paying Agent, for which notice of redemption or purchase shall have been given in accordance with the Resolution;

(iv) any Note in lieu of, or in substitution for, which another Note shall have been authenticated and delivered pursuant to this Resolution; and

(v) any Note deemed paid under the provisions of Section 9, except that any such Note shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of actually being paid.

"Paying Agent" shall mean the County Treasurer acting as Paying Agent hereunder as designated and authorized under Section 3 or its successors or assigns serving as such hereunder.

"Principal Account" shall mean the Principal Account in the Note Fund established by Section 6.

"Proceeds Fund" shall mean the Proceeds Fund established by Section 4.

"Registrar" shall mean the Paying Agent, or its successors or assigns serving as such hereunder.

Section 2 - Findings and Determinations

The Board hereby finds and determines that (i) the County is in need of funds to meet appropriations made for the current fiscal year which begins on July 1, 2018 in anticipation of the collection of tax and other revenues during the same fiscal year, to be paid for by such revenues (ii) the obtaining of such funds will be for the welfare of citizens of the County for purposes which will serve the County and its citizens, (iii) the most effective and efficient manner in which to provide such funds to the County is by a revenue anticipation note issued by the County to be sold to the Noteholder and (iv) the issuance of the Note is in the best interests of the County and its citizens.
Section 3 - Authorization, Form and Details of the Note

There is hereby authorized to be issued a revenue anticipation note of the County in the aggregate principal amount of up to $3,000,000. The Note authorized herein shall be designated "Revenue Anticipation Note, Series 2018," shall be issuable as a fully registered note, without coupons, in denominations of $5,000 or any whole multiple thereof, shall be dated the Closing Date, shall be numbered R-1 upwards, shall bear interest payable on each Interest Payment Date and on the Maturity Date at a rate per annum not to exceed 2.46% and the Note shall mature on the Maturity Date. The Note may be prepaid, without penalty, in whole at any time or in part on an Interest Payment Date upon 10 days notice to the Noteholder.

The Note is hereby authorized to be issued under the Act. The Note shall bear interest from the date on which it is authenticated. Interest on the Note shall be computed on an accrual basis of actual days elapsed over a 30-day month/360-day year.

Principal of, premium, if any, and interest on, the Note shall be payable in lawful money of the United States of America. Interest on the Note shall be payable on an Interest Payment Date by check or draft from the County to the Holder of the Note at its address as it appears on the registration books kept by the Registrar as of the 15th day of the month immediately preceding an Interest Payment Date and on the Maturity Date. Principal of the Note shall be payable at the principal office of the Paying Agent upon presentation and surrender of the Note on the Maturity Date. Upon written request in form satisfactory to the County and the Registrar, signature guaranteed, by the registered Holder of at least $500,000 aggregate principal amount of Note and upon receipt of such Note by the County, principal and/or interest shall be payable by wire transfer in immediately available funds.

The Note shall be printed, lithographed or typewritten and shall be substantially in the form hereinbelow set forth, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution, including such variations, insertions and omissions as shall be necessary to issue the Note under a system of book-entry for recording the ownership and transfer of ownership of rights to receive payments of principal of and interest on the Note and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.

If any principal of, or interest on, the Note is not paid when due (whether at maturity, by acceleration or call for redemption, or otherwise), then, to the extent permitted by law, the overdue installments of principal shall bear interest until paid at the same rate as set forth in such Note.

The Note shall be signed by the facsimile or manual signature of the Chairman. The facsimile of the County seal shall be printed thereon or manually impressed thereon and attested by the facsimile or manual signature of the Clerk. In case any officer whose signature or facsimile of whose signature shall appear on any Note shall cease to be such officer before delivery of the Note, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he remained in office until such delivery.

The Note shall bear a certificate of authentication, in the form set forth below, duly executed by the Registrar. The Registrar shall authenticate each Note with the signature of an authorized officer of the Registrar, but it shall not be necessary for the same officer to authenticate
all of the Notes. Only such authenticated Note shall be entitled to any right or benefit under this Resolution, and such certificate on any Note issued hereunder shall be conclusive evidence that the Note has been duly issued and is secured by the provisions hereof.

The Paying Agent shall act as Registrar and shall maintain Registration Books for the registration and the registration of transfer of the Note. The County Treasurer is hereby designated and authorized to act as Paying Agent and Registrar hereunder. The transfer of any Note may be registered only on the books kept for the registration and registration of transfer of the Note upon surrender thereof to the Registrar together with an assignment duly executed by the registered holder in person or by his duly authorized attorney or legal representative in such form as shall be satisfactory to the Registrar. Upon any such transfer, the County shall execute and the Registrar shall authenticate and deliver, in exchange of such Note, a new registered Note registered in the name of the transferee of the same series, maturity and interest rate as the Note so exchanged in any denomination or denominations authorized by this Resolution.

The Registrar shall not be required to make any such registration or registration of transfer during the ten (10) days immediately preceding an Interest Payment Date, the Maturity Date or a redemption date. Prior to due presentment for registration of transfer for any Note, the Registrar shall treat the registered holder as the person exclusively entitled to payment of principal of, premium, if any, and interest on, such Note and the exercise of all other rights and powers of the Holder.

If any Note has been mutilated, lost or destroyed, the County shall execute and the Registrar shall authenticate and deliver a new Note of like date and tenor in exchange or substitution for, and upon cancellation of, such mutilated Note or in lieu of and in substitution for such lost or destroyed Note; provided, however, that the County and the Registrar shall execute, authenticate and deliver such Note only if the Holder has paid the reasonable expenses and charges of the County and the Registrar in connection therewith and, in the case of a lost or destroyed Note, has furnished to the County and the Registrar (a) evidence satisfactory to them that such Note was lost or destroyed and the Holder was the Owner thereof and (b) indemnity satisfactory to them. If any Note has matured, instead of issuing a new Note, the Registrar may pay the same without surrender thereof upon receipt of the aforesaid evidence and indemnity.

Any Note which has been paid (whether at maturity, by acceleration or otherwise) or delivered to the Paying Agent for cancellation shall not be reissued and the Registrar shall, unless otherwise directed by the County, cremate, shred or otherwise dispose of such Note. The Registrar shall deliver to the County a certificate of any such cremation, shredding or other disposition of any Note.

CUSIP identification numbers may be printed on the Note, but such numbers shall not be deemed to be a part of the Note or a part of the contract evidenced thereby and no liability shall hereafter attach to the County or any of the officers or agents thereof because or on account of said CUSIP numbers.

The Note, the Certificate of Authentication and the provision for the assignment to be inserted in the Note shall be substantially in the following forms, to-wit:
NO. N-1

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA, RICHMOND COUNTY

REVENUE ANTICIPATION NOTE, SERIES 2018

Dated: July 2, 2018
Maturity Date: June 30, 2019

Registered Holder: FIRST CITIZENS BANK

Principal Sum: UP TO THREE MILLION AND 00/100 DOLLARS ($3,000,000)

Interest Rate: 2.46%

KNOW ALL MEN BY THESE PRESENTS, that the County of Richmond, Virginia (hereinafter sometimes referred to as the “County”), a county of the Commonwealth of Virginia, for value received hereby promises to pay to the registered holder (named above), or assigns, on the Maturity Date (specified above), subject to prior redemption as hereinafter provided the Principal Sum advanced hereunder (specified above) upon presentation and surrender of this Note at the principal corporate office of the Richmond County Treasurer, Warsaw, Virginia, (the "Paying Agent"), and to pay interest on said Principal Sum, from the date of authentication hereof on the Interest Payment Dates (January 1, 2019 and June 30, 2019) and on the Maturity Date, at the rate per annum (specified above).

Both principal of, premium, if any, and interest on, this Note are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

No registration, transfer or exchange of this Note shall be permitted within ten (10) days of an Interest Payment Date, the Maturity Date or the date of redemption of this Note.

This Note is an authorized series in the aggregate principal amount of up to $3,000,000 of like date and tenor herewith, except for number and denomination and is issued under and pursuant to and in compliance with the Constitution and laws of the Commonwealth of Virginia, including Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended, the same being the Public Finance Act, and the resolution duly adopted under said Chapter by the Board of Supervisors of the County on June 14, 2018 (the “Resolution”).

This Note shall bear interest from the date on which this Note is authenticated. Interest on this Note shall be computed on an accrual basis of actual days elapsed over a 30-day month/360-day year. This Note may be prepaid, without penalty, in whole at any time, or in part, on any Interest Payment Date upon 10 days notice to the Noteholder.

This Note is transferable only upon the registration books kept at the office of the Registrar by the registered holder, hereof, or by his duly authorized attorney, upon surrender of this Note (together with a written instrument of transfer, satisfactory in form to the Registrar, duly executed
by the registered holder or his duly authorized attorney, which may be the form endorsed hereon) and subject to the Limitations and upon payment of the charges, if any, as provided in the Resolution, and thereupon as provided in the Resolution a new Note or Notes, in the aggregate principal amount and in the authorized denominations and of the same series, interest rate and maturity as the Note surrendered, shall be issued in exchange therefor. The County and the Registrar shall deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes whatsoever.

THIS NOTE AND THE ISSUE OF WHICH THIS IS ONE IS A GENERAL OBLIGATION OF THE COUNTY FOR THE PAYMENT OF WHICH THE COUNTY’S FULL FAITH AND CREDIT ARE IRREVOCABLY PLEDGED. THE COUNTY BOARD OF SUPERVISORS IS AUTHORIZED AND REQUIRED TO LEVY AND COLLECT ANNually AT THE SAME TIME AND IN THE SAME MANNER AS OTHER TAXES OF THE COUNTY ARE ASSESSED, LEVIED AND COLLECTED, A TAX UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY, OVER AND ABOVE ALL OTHER TAXES AUTHORIZED OR LIMITED BY LAW AND WITHOUT LIMITATION AS TO RATE OR AMOUNT, SUFFICIENT TO PAY WHEN DUE THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE NOTE, TO THE EXTENT OTHER FUNDS OF THE COUNTY ARE NOT LAWFULLY AVAILABLE AND APPROPRIATED FOR SUCH PURPOSE.

Reference is hereby made to the Resolution and to all of the provisions thereof to which any holder of this Note by his acceptance hereof hereby assents, for definitions of terms; the description of and nature and extent of the security for the Note; the conditions upon which the Resolution may be amended or supplemented without the consent of the holder of any Note and upon which it may be amended only with the consent of the holder of the Note affected thereby; the rights and remedies of the holder hereof with respect hereto; the rights, duties and obligations of the County; the provisions discharging the Resolution as to this Note and for the other terms and provisions of the Resolution.

This Note shall not be valid or obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Registrar and the date of authentication inserted hereon.

It is hereby certified, recited and declared that all acts, conditions and things required to have happened, to exist and to have been performed precedent to and in the issuance of this Note and the series of which it is a part, do exist, have happened and have been performed in regular and due time, form and manner as required by law; that the series of which this Note is a part does not exceed any constitutional, statutory or charter limitation of indebtedness; and that provision has been made for the payment of the principal of, and interest on, this Note and the series of which it is a part, as provided in the Resolution.
IN WITNESS WHEREOF, the County of Richmond, Virginia, by its Board of Supervisors has caused this Note to be signed by the Chairman and attested by the Clerk of said Board, by their manual or facsimile signatures, and its seal to be impressed or imprinted hereon, and this Note to be dated as set forth above.

(SEAL)

Clerk of the Board of Supervisors of the County of Richmond, Virginia

Chairman of the Board of Supervisors of the County of Richmond, Virginia

CERTIFICATE OF AUTHENTICATION

This Note is the Note described in the within-mentioned Resolution.

REGISTRAR - RICHLAND COUNTY TREASURER

By: ____________________________
    Richmond County Treasurer

DATE OF AUTHENTICATION:

July __, 2018
[FORM OF ASSIGNMENT]

For value received, the undersigned hereby sells, assigns, and transfers unto ____________________________________________________________________________________________

Please insert social security number or other tax identification number of assignee: ____________________________

Name and address of assignee, including zip code: __________________________________________________________ the within mentioned Note and hereby irrevocably constitutes and appoints ____________________________ attorney in fact, to transfer the same on the registration books thereof maintained in the office of the within-mentioned Registrar with the full power of substitution in the premises.

DATED: ____________________________

NOTE: The signature to this assignment must correspond with the name of the registered holder that is written on the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

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Section 4 - Creation of Proceeds Fund

There is hereby established a trust fund to be designated the “Proceeds Fund - Richmond County Revenue Anticipation Note, Series 2018.”

Section 5 - Payments into Proceeds Fund

All funds received from the proceeds of the sale of the Note less costs of issuance shall be deposited into the Proceeds Fund to be used in the manner provided in Section 2.

Section 6 - Creation of Note Fund

There is hereby established a trust fund to be designated the “Note Fund - Richmond County Revenue Anticipation Note, Series 2018” in which Note Fund there is hereby established an Interest Account and a Principal Account. As and when received, monies shall be deposited into the Note Fund, and payments from the Note Fund shall be made as follows:

(a) to the Interest Account in the Note Fund subject to credit, if any, for proceeds of the Note deposited therein on, on each Interest Payment Date and the 30th day of June, 2019, an amount equal to the amount of interest that will become due on the Note on the Interest Payment Date and the Maturity Date; and

(b) to the Principal Account in the Note Fund on the 30th day of June, 2019, an amount equal to the principal that is required to be deposited into the Principal Account in order to pay the principal due on the Note on the Maturity Date.

Section 7 - Accounts Within Funds

Any fund or account created by this Resolution may contain such accounts or subaccounts as may be necessary for the orderly administration thereof.

Section 8 - Investment of Funds

(a) The County shall separately invest and reinvest any monies held in the funds established by this Resolution in investments which would mature in amounts and at times so that the principal of, premium, if any, and interest on, the Note can be paid when due.

(b) Permissible investments include investments in securities that are legal investments under Chapter 45 of Title 2.2 of the Code of Virginia of 1950, as amended (Section 2.2-4500 et seq.) and which are otherwise in compliance with Section 15.2-2625 of the Act.

Section 9 - Discharge

The obligations of the County under this Resolution and covenants of the County provided for herein shall be fully discharged and satisfied as to any Note and such Note shall no longer be deemed to be Outstanding thereunder when such Note shall have been purchased by the County and cancelled or destroyed, when the payment of principal of such Note, plus interest on such principal to the due date thereof, either (a) shall have been made or (b) shall have been provided for by irrevocably depositing with the Paying Agent for such Note, money sufficient to make such payment, or direct and general obligations of, or obligations the principal of, and interest on, which
are guaranteed by, the United States of America, maturing in such amounts and at such times as will insure the availability of sufficient monies to make such payment.

Section 10 - General Obligation

The Board, in accordance with Section 15.2-2624 of the Act, is hereafter authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the County are assessed, levied and collected, a tax upon all taxable property within the County, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any and interest on the Note, to the extent other funds of the County are not lawfully available and appropriated for such purpose.

Section 11 - Event of Default

Each of the following shall constitute an event of default hereunder:

(a) The failure to pay the principal of, and premium, if any, on, the Note when due;

(b) Failure to pay interest on the Note when due;

(c) Failure of the County to perform any other covenant or agreement contained in this Resolution, which failure shall have continued for 60 days after the notice thereof from the Holders of not less than twenty percent (20%) of the Note Outstanding; provided, however, that if any such failure shall be such that it cannot be cured or corrected within a 60-day period but is, in fact, susceptible of cure or correction, it shall not constitute an Event of Default if curative or corrective action is instituted within said period and diligently pursued until the failure of performance is cured or corrected;

(d) The instituting of any proceeding with the consent of the County for the purpose of effecting composition between the County and its creditors or for the purpose of adjusting the claims of creditors pursuant to any federal or state statute; or

(e) If the County for any reason shall be rendered incapable of fulfilling its obligations under this Resolution.

Upon the occurrence of an Event of Default, the Holders of not less than twenty-five percent (25%) in principal amount of the Note then Outstanding may declare the principal of all of the Outstanding Note and all accrued and unpaid interest thereon to be due and payable immediately. This provision is subject to the condition that if, at any time after such declaration and before any such further action has been taken, all arrears of interest on, and principal of, the Note shall have been paid and all other Events of Default, if any, which shall have occurred have been remedied, then the Holders of such majority in principal amount of the Outstanding Note may waive such default and annul such declaration.

If an Event of Default shall have occurred and be continuing, then the Holders of not less than twenty-five percent (25%) in principal amount of the Note then Outstanding may call a meeting of the Holders of the Note for the purpose of selecting a Noteholders’ committee (the “Noteholders Committee”). At such meeting the Holders of not less than a majority in principal
amount of the Outstanding Note must be present in person or by proxy in order to constitute a quorum for the transaction of business. A quorum being present at such meeting, the Noteholders present may, by a majority of the votes cast, elect one or more persons who may or may not be Noteholders to the Noteholders’ Committee. The Noteholders’ Committee is empowered to exercise, as trustee for the Noteholders, all the rights and powers conferred on any Noteholder in the Resolution.

In case an Event of Default shall occur, subject to the provisions referred to in the preceding paragraph, the Holder of any Outstanding Note shall have the right for the benefit of all Holders of the Note, to protect the rights vested in such Holders by the Resolution by such appropriate judicial proceeding as such Holders shall determine either by suit in equity or by action at law.

Section 12 - Enforcement by Noteholder

Any Holder of a Note may by mandamus or other appropriate proceeding at law or in equity in any court of competent jurisdiction, enforce and compel performance of this Resolution and every provision and covenant thereof, including without limiting the generality of the foregoing, the enforcement of the performance of all obligations and duties and requirements to be done or performed by the County by the Resolution by the applicable laws of the Commonwealth.

Section 13 - Modification of Note Resolution

The County may without the consent of any Noteholder make any modification or amendment of this Resolution required to cure any ambiguity or error herein contained or to make any amendments hereto or to grant to the Noteholders additional rights.

The Holders of not less than sixty-six and two-thirds percent (66-2/3%) in principal amount of the Outstanding Note shall have the power to authorize any modifications to this Resolution proposed by the County other than as permitted above; provided that without the consent of the Holder of each Note affected thereby, no modifications shall be made which will (a) extend the time of payment of principal of, or interest on, any Note or reduce the principal amount thereof or the rate of interest thereon; (b) give to any Note any preference over any other Note secured equally and ratably therewith; (c) deprive any Noteholder of the security afforded by this Resolution, or (d) reduce the percentage in principal amount of the Note required to authorize any modification to the Resolution.

Section 14 - Application of Proceeds; Sale of Note

Proceeds derived from the sale of the Note together with other monies available therefor shall be used to pay the costs of issuance and other expenses of the County relating to the issuance of the Note and thereafter any remaining funds to be deposited in the Proceeds Fund shall be used for the purposes specified in Section 2 of this Resolution, and otherwise used in accordance with the provisions of this Resolution.

Section 15 - No Arbitrage Covenant and Covenant as to the Code

The County hereby covenants that it will not use or invest, or permit the use or investment of any proceeds of the Note, in a manner that would cause the Note to be subjected to treatment under Section 148 of the Code and the regulations adopted thereunder as an “arbitrage bond,” and to that end the County shall comply with applicable regulations adopted under said Section 148 of the Code.
The County covenants to comply with the Code provisions requiring that any issuance of "governmental bonds," as defined therein, be subject to certain requirements as to rebate and timing and type of payments to be paid for from the proceeds of such Note, as well as other additional requirements. In order to assure compliance with such Code provisions, the County has entered into a Compliance Certificate, to comply with such requirements and covenants therein that it will not breach the terms thereof. The Board intends for the Note to be treated as complying with the provisions of Section 148(f)(4)(D) of the Code and Section 1.148-8 of the U.S. Treasury Regulations thereunder, which provides an exception from the "rebate requirement," since this Note issue (1) is issued by the County which is a governmental unit with general taxing powers, (2) to Note which is a part of this issue is a private activity bond, (3) 95% or more of the net proceeds of this issue are to be used for local governmental activities of the County, and (4) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the County during the calendar year 2018 (and bonds issued by any subordinate entity of the County) is not reasonably expected to exceed $5,000,000 increased by the lesser of $10,000,000 or so much as are attributable to the financing of the construction of public school facilities within the meaning of Section 148(f)(D)(vii) of the Code.

The Board of Supervisors, on behalf of the County, hereby designates the Note as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code and certifies by this Resolution that it does not reasonably anticipate the issuance by it or its subordinate entities of more than $10 million in "qualified tax-exempt obligations" during the calendar year 2018 and will not designate, or permit the designation by any of its subordinate entities of, any of its bonds (or those of its subordinate entities) during the calendar year 2018 which would cause the $10 million limitation of Section 265(b)(3)(D) of the Code to be violated.

Section 16 - General Covenants

The County agrees to make all payments of principal and interest on the Note in a timely manner.

Section 17 - Further Actions Authorized

The Chairman and Clerk of the Board and the County Treasurer and all other officers and employees of the County are hereby authorized and directed to take any and all such further action as shall be deemed necessary or desirable in order to effectuate delivery of, and payment for, the Note, including, but not limited to modifications in the dates of payment of interest and maturity, the final interest rate, redemption terms and related issues.

Section 18 - Invalidity of Sections

If any section, paragraph, clause or provision of this Resolution shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining portions of this Resolution.

Section 19 - Headings of Sections, Table of Contents

The headings of the sections of this Resolution and the Table of Contents appended hereto
or to copies hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of such sections of this Resolution.

Section 20 - Effectiveness and Filing of Resolution

This resolution shall become effective upon its passage. A certified copy of this Resolution shall be filed by the Clerk with the Clerk of the Circuit Court of the County of Richmond, Virginia in accordance with Section 15.2-2607 of the Act.
The Members of the Board voted at its regular meeting on June 14th, 2018 during an open meeting as follows:

**Ayes**
F. Lee Sanders, Chairman
Richard E. Thomas, Sr., Vice Chairman
Robert B. Pemberton
John David Parr
William C. Herbert, II

**Nays**
None

**Absent:**
None

**Abstentions**
None

A Copy Teste:

____________________
Clerk, Board of Supervisors of the County of
Richmond, Virginia
RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF RICHMOND, VIRGINIA

WHEREAS, the Board of Supervisors (the “Board of Supervisors”) of the County of Richmond, Virginia (the “County”) has determined (i) that a true and very real need exists for certain equipment and improvements, and the installation thereof, consisting of public safety radios and related equipment (the “Equipment”) described in the Lease Agreement (as hereinafter defined); (ii) that the Equipment is essential to the governmental functions of the County; and (iii) that it reasonably expects the Equipment to continue to be essential to the governmental functions of the County for a period not less than the term of the Lease Agreement as described herein; and

WHEREAS, the County proposes to enter into an Equipment Lease Purchase Agreement, in the aggregate principal amount not to exceed $350,000 (the “Lease Agreement”) with Branch Banking and Trust Company (the “Lessor”) to finance the purchase of the Equipment over approximately five (5) years; and

WHEREAS, (i) all amounts payable by the County under the Lease Agreement (the “Lease Obligations”) are subject to appropriation by the Board of Supervisors; (ii) the Board of Supervisors is under no obligation to make any appropriation with respect to the Lease Agreement; (iii) the Lease Agreement is not a general obligation of the County or a charge against the general credit or taxing power of the County; and (iv) amounts payable by the County under the Lease Agreement do not constitute a debt of the County within the meaning of any constitutional, charter or statutory limitation; and

WHEREAS, the County is entering into the Lease Agreement to finance the acquisition of the Equipment and will be providing the moral obligation pledge of the County to support the payment of Lease Obligations (the “Moral Obligation Pledge”); and

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Richmond, Virginia:

1. The financing of the Equipment pursuant to the Lease Agreement is hereby approved. The Board of Supervisors hereby approves the Lease Agreement reflecting an aggregate principal component of Lease Obligations thereunder not to exceed $350,000, with a term of not to exceed 5 years, an interest cost of the interest component of Lease Obligations thereunder at an annual rate not to exceed 3.13%, with the final terms and interest rate to be approved by the County whose execution thereof shall be conclusive evidence of such approval. The form of the Lease Agreement will be in substantially the form submitted to this meeting and the Chairman or Vice-Chairman of the Board of Supervisors or the County Administrator, any of whom is authorized to act, are hereby authorized and directed to execute and deliver to the Lessor the Lease Agreement in substantially such form, with such changes and amendments as the officer executing the same shall approve, such approval to be conclusively evidenced by his execution and delivery thereof. The obligation of the County to pay rent under the Lease Agreement will be subject to the Board of Supervisors of the County making annual appropriations for such purpose.
2. The Board of Supervisors on behalf of the County has adopted this resolution as its moral obligation to the payment of the Lease Agreement. The obligation of the County to pay rent under the Lease Agreement and to make any payments under the Moral Obligation Pledge will be subject to the Board of Supervisors of the County making annual appropriations for such purpose.

3. The County represents and covenants that it shall not take or omit to take any action the taking or omission of which will cause the Lease Agreement to be an “arbitrage bond” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) or otherwise cause the interest on the Lease Agreement to be includable in gross income for Federal income tax purposes under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds from the execution and delivery of the Lease Agreement.

4. The County hereby declares, in accordance with U.S. Treasury Regulation Section 1.150-2, as amended from time to time, the County’s intent to reimburse the County with the proceeds of the Lease Agreement for expenditures related to the Equipment (the “Expenditures”) made on and after the date which is no more than 60 days prior to the date hereof. The County reasonably expects on the date hereof that it will reimburse itself for the Expenditures with the proceeds of the Lease Agreement. Each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditures), (b) a cost of issuance with respect to the Lease Agreement, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the County so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County.

5. The County will make a reimbursement allocation, which is a written allocation by the County that evidences the County’s use of proceeds of the Lease Agreement to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Equipment are placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The County recognizes that exceptions are available for certain “preliminary expenditures,” costs of issuance, certain de minimis amounts, expenditures by “small issuers” (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least 5 years.

6. The County hereby designates the Lease Agreement as a “qualified tax-exempt obligation” for the purpose of Section 265(b)(3) of the Code. The County does not reasonably anticipate (nor do any of its subordinate entities reasonably anticipate) issuing more than $10,000,000 in qualified tax exempt obligations during calendar year 2018 for the benefit of the County and the County (and any of its subordinate entities) will not designate more than $10,000,000 of qualified tax-exempt obligations for the benefit of the County pursuant to Section 265(b)(3) of the Code during such calendar year.
7. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

8. All other acts of the officers of the County that are in conformity with the purposes and intent of this resolution and in furtherance of the execution and delivery of the Lease Agreement and the undertaking of the acquisition, equipping and installation of the Equipment are hereby approved, ratified and confirmed. County officials are authorized and directed to execute and deliver all agreements, certificates and other instruments considered necessary or desirable in connection with the execution and delivery of the Lease Agreement pursuant to this Resolution, including, but not limited to a loan agreement, project fund agreement and any other agreements, financing statements or certificates.

9. Nothing in this Resolution, the Lease Agreement or the Moral Obligation Pledge or any documents executed or delivered in relation thereto shall constitute a debt or a pledge of the faith and credit of the County, and the County shall not be obligated to make any payments under the Lease Agreement except from payments made by or on behalf of the County pursuant to annual appropriation thereof by the Board of Supervisors in accordance with applicable law.

10. This resolution shall take effect immediately.

ADOPTED THIS 14th OF JUNE, 2018.
CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Richmond, Virginia, hereby certifies that the Resolution set forth above was adopted during an open meeting on June 14, 2018, by the Board of Supervisors with the following votes:

Aye:           F. Lee Sanders, Chairman
                Richard E. Thomas, Sr., Vice Chairman
                Robert B. Pemberton
                John David Parr
                William C. Herbert, II

Nay:           None

Abstentions:   None

Signed this ___ day of June, 2018.

By: ________________________________
    Clerk, Board of Supervisors
This User Agreement is dated_______, 2018, between, Richmond County, Virginia (the "County") and the Town of Warsaw, Virginia (the "Town").

WHEREAS, The County has elected to join with King and Queen County, Virginia and Essex County, Virginia (together, the "Members"), to use the regional radio system known as the Upper Middle Peninsula Regional Radio System (UMPRRS or the "System"), as a subscriber; and

WHEREAS, the County has entered into a Subscriber Agreement (the "Richmond Subscriber Agreement") with the Members to use UMPRRS, the initial fee per radio within the system is $30 per month, to include both mobile and portable radios, beginning July 1, 2018; and

WHEREAS, per the Richmond Subscriber Agreement, UMPRRS will notify the County of any increases in rates prior to February 1st of each year; and

WHEREAS, the County will pay yearly fee to UMPRRS for the Town's radios, with the understanding that the County will invoice yearly the Town prior to July 30th the exact costs for their radio subscription based off of the number of units they operate; and

WHEREAS, the County shall notify the Town on upcoming yearly unit costs once received from UMPRRS; and

WHEREAS, the Town shall notify the County prior to December 30th each year on the anticipated number of units they will operate effective the following July 1st; and

WHEREAS, the Town is responsible for the purchase, installation and maintenance of their units; and

WHEREAS, the Richmond Subscriber Agreement is attached to this document;

THEREFORE BE IT RESOLVED that the Town and Richmond County agree to the terms outlined in this document.
The County makes no guarantee or warranty of any kind as to the coverage or functionality of the System. The Town understands that the System was not designed to provide coverage in the County or the Town and accepts use of the System "as is". The Town acknowledges that the County has no obligation to provide any service or operation hereunder other than in connection with the use of the System pursuant to the Richmond Subscriber Agreement. The Town acknowledges that the Richmond Subscriber Agreement may be terminated or amended by the County and/or the Members and that service and payments set forth herein may be affected by such termination or amendments.

The Town agrees to adhere to all protocols and requirements established by the Members regarding its use of the System, specifically including any procedures developed and provided exclusively to the County or the Town for system use.

In no event shall any party to this Agreement be liable to any other party or user for any damages whatsoever including but not limited to direct, indirect, incidental, special or consequential damages including but not limited to damages attributed to any malfunction of the System, regardless of cause, and/or arising from any party’s performance.

Agreed to by:

Morgan Quicke, County Administrator
Richmond County, Virginia

[__________________________]
[Mayor][Town Manager]
Town of Warsaw, Virginia

[__________________________]
Date

[__________________________]
Date