



## BOARD OF SUPERVISORS MEETING

### ADDENDUM PACKET

January 10, 2012

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County of Prince Edward  
Board of Supervisors  
Agenda Summary

**Meeting Date:** January 10, 2012  
**Item No.:** 27-a  
**Department:** Treasurer  
**Staff Contact:** Mable Shanaberger  
**Issue:** Consent Agenda - Treasurer's Report

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**Summary:** The August 2011 Treasurer's Report is attached.

**Attachments:** August 2011 Treasurer's Report

**Recommendation:** Acceptance

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Campbell \_\_\_\_\_  
Gantt \_\_\_\_\_  
Simpson \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Jones \_\_\_\_\_  
Wilck \_\_\_\_\_

Fore \_\_\_\_\_  
McKay \_\_\_\_\_



**Prince Edward County Board of Supervisors**

*Of this \$6,598.993.06 in the General Fund, \$9,238,735.30) is encumbered for:			
Transfers In:			
	School Fund		8,052,445.05
	VPA Fund		504,506.92
	Water Fund		0.00
	Sewer Fund		0.00
	IDA Fund		23,528.98
	Retirement Benefits Fd		25,176.00
			8,605,656.95
	Debt Obligations		633,078.35
	Total		9,238,735.30
This leaves an unencumbered balance of \$(2,639,742.24) in the General Fund.			

**Prince Edward Co. Board of Supervisors  
Depository Balances**

***Checking Accounts:***

Benchmark Community Bank	\$ 483,068.33
Wachovia Bank	\$ 326,876.84
BB&T	\$ 152,860.52
Bank of America	\$ 2,414,260.70

**Total:**     **\$ 3,377,066.39**

**Investment Accounts:**

Benchmark Community Bank	\$ 5,941,935.92
Wachovia Bank	\$ 104,172.85
Citizens Bank & Trust Company	\$ 235,000.00
BB&T	\$ 1,491.23
Planters Bank & Trust	\$ 200,000.00
Mentor Investments	\$ 162,405.39
SNAP (State Non-Arbitrage Plan)	\$ -
Bank of America	\$ -

**Total:**     **\$ 6,645,005.39**

**Mable H. Shanaberger, Treasurer**



County of Prince Edward  
Board of Supervisors  
Agenda Summary

Meeting Date: January 10, 2012  
Item No.: 27-b  
Department: County Administration  
Staff Contact: Karin Everhart  
Issue: Consent Agenda - Approval of Minutes

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**Summary:** Meeting minutes for the December 21, 2011 are attached for your review and approval.

**Attachments:** December 21, 2011 Minutes

**Recommendation:** Approval.

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Campbell \_\_\_\_\_  
Gantt \_\_\_\_\_  
Simpson \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Jones \_\_\_\_\_  
Wilck \_\_\_\_\_

Fore \_\_\_\_\_  
McKay \_\_\_\_\_

December 21, 2011

At a special called meeting of the Board of Supervisors of Prince Edward County, held at the Court House, thereof, on Tuesday, the 21<sup>st</sup> day of December, 2011; at 4:00 p.m., there were present:

Howard M. Campbell

William G. Fore, Jr.

Don C. Gantt, Jr.

Robert M. Jones

Howard F. Simpson

Jim R. Wilck

Mattie P. Wiley

Absent: Charles W. McKay

Also present: Wade Bartlett, County Administrator; Sarah Elam Puckett, Assistant County Administrator; and James Ennis, County Attorney.

Chairman Fore called the special meeting to order, stating its purpose was for an update of the status of the property acquisition on the Route 628 road project and a Closed Session to discuss real property acquisition.

Mr. Wade Bartlett, County Administrator, stated the County has been informed that Haymes Brothers, the contractor, has agreed to hold the price quoted until February 10, 2012, which will allow time to acquire the right of way and other actions. Once that is complete, some other actions required by Prince Edward County are to acquire right of way of the easements, authorize the relocation of the utilities, soil and erosion control approval, revise the Revenue Sharing agreement with VDOT, and the movement of the additional \$575,000 from the previous Revenue Sharing project to this project. The request has been made to VDOT; no response has been received at this time. A certification to VDOT must be completed that the County has control of the property, the County needs to clear the timber and probe for rock.

Mr. James Ennis, County Attorney, stated the Certificates of Deposit were recorded in the morning of December 21, 2011; the feasible title is vested in the County as to the 6+ acre parcel which is



taken in fee simple and the 0.616 acre easement. That is now under the control of the County as far as the access, entry and preparation.

Supervisor McKay entered the meeting at this time.

Mr. Bartlett stated it appears that the County will need an authorization to gain an appraisal of the Davis property to possibly move ahead with condemnation; as of this time, the County has yet to reach an agreement with Davis Property, LLC. Prior to proceeding to condemnation on any land, you must have an appraisal because the appraisal must accompany the letter notifying any property owner of any eminent domain condemnation request. At best, that could be completed by January 13, 2012. There are time-lines that must be met for advertisements and public hearings. Discussion of the necessary steps followed.

Supervisor Gantt asked if the County has taken possession of the property. Mr. Ennis stated the County has possession of the Glad Hill property. He said the property is not deeded to the County; the Certificate of Deposit filed with the Clerk's Office vests the feasible interest in the County as of the date of the recording of the Certificate of Deposit, which is today [December 21, 2011]. The condemnation hearing will determine what value needs to be paid and upon payment of that money, the title will be fully vested in the County. As of today, the County has the right to go on the property.

In Re: Closed Session

Supervisor Gantt made a motion that the Board convene in Closed Session for the purpose of discussing the acquisition of real property related to the Alternate Route 628 road project, pursuant to the exemption provided for in Section 2.2-3711(A)(3) of the *Code of Virginia*. The motion carried:

Aye:	Howard M. Campbell	Nay: None
	William G. Fore, Jr.	
	Don C. Gantt	
	Robert M. Jones	
	Charles W. McKay	
	Howard F. Simpson	
	Jim R. Wilck	
	Mattie P. Wiley	

The Board returned to regular session by motion of Supervisor McKay and adopted as follows:

Aye: Howard M. Campbell  
William G. Fore, Jr.  
Don C. Gantt  
Robert M. Jones  
Charles W. McKay  
Howard F. Simpson  
Jim R. Wilck  
Mattie P. Wiley

Nay: None

On motion of Supervisor Wiley and carried by the following roll call vote:

Aye: Howard M. Campbell  
William G. Fore, Jr.  
Don C. Gantt  
Robert M. Jones  
Charles W. McKay  
Howard F. Simpson  
Jim R. Wilck  
Mattie P. Wiley

Nay: None

the following Certification of Closed Meeting was adopted in accordance with the Virginia Freedom of Information Act:

WHEREAS, the Prince Edward County Board of Supervisors convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of The Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the *Code of Virginia* requires a certification by this Board of Supervisors that such closed meeting was conducted in conformity with Virginia law;

NOW, THEREFORE, BE IT RESOLVED that the Prince Edward County Board of Supervisors hereby certifies that to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the Prince Edward County Board of Supervisors.

In Re: Resolution of Support

Chairman Fore stated the County received a resolution that was sent to the Governor by the Charlotte County Board of Supervisors urging the Governor to reconsider the closure of the Mecklenburg Correctional Facility.

In support of the neighboring counties, Supervisor Wiley made a motion to prepare a resolution to the Governor in support of the Mecklenburg County Board of Supervisors asking the Governor to reconsider the closure of the Mecklenburg Correctional Facility; the motion carried unanimously:

Aye:	Howard M. Campbell	Nay: None
	William G. Fore, Jr.	
	Don C. Gantt	
	Robert M. Jones	
	Charles W. McKay	
	Howard F. Simpson	
	Jim R. Wilck	
	Mattie P. Wiley	

**A Resolution of the Prince Edward County Board of Supervisors  
Urging the Governor to Reconsider the Closure  
of the Mecklenburg Correctional Facility**

**WHEREAS**, Mecklenburg Correctional Facility is a major employer in the Southside region of Virginia; and

**WHEREAS**, Mecklenburg Correctional Facility is now slated for closure, which will result in the loss of over 300 jobs for Southside Virginia; and

**WHEREAS**, unemployment rates in the region are already above the state average of six percent and the unemployment rate for Prince Edward County is currently 8.6 percent; and

**WHEREAS**, the economic impact on Prince Edward County and the surrounding communities will be devastating due to the loss of jobs and possible relocation of Prince Edward County citizens seeking other employment opportunities;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Prince Edward does not support this closure and urges the Governor to reconsider the closure of Mecklenburg Correctional Facility; and

**BE IT FURTHER RESOLVED** that a copy of this resolution be forwarded to the Governor of Virginia, the Department of Corrections, Senator Tom Garrett, and Delegate James Edmunds, II.

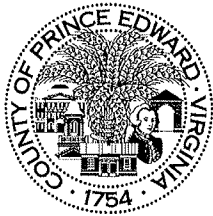
On motion of Supervisor Campbell and adopted by the following vote:

Aye: Howard M. Campbell  
William G. Fore, Jr.  
Don C. Gantt  
Robert M. Jones  
Charles W. McKay  
Howard F. Simpson  
Jim R. Wilck  
Mattie P. Wiley

Nay: None

the meeting was adjourned at 6:10 p.m.

DRAFT



County of Prince Edward  
Board of Supervisors  
Agenda Summary

Meeting Date: January 10, 2012  
Item No.: 27-c  
Department: County Administration  
Staff Contact: Barbara Poulston  
Issue: Consent Agenda - Review of Accounts & Claims - Addendum

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**Summary:** The addendum bill list for December 2011 is attached for your review.

**Attachments:** Addendum December 2011 Bill List

**Recommendation:** None.

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Campbell \_\_\_\_\_  
Gantt \_\_\_\_\_  
Simpson \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Jones \_\_\_\_\_  
Wilck \_\_\_\_\_

Fore \_\_\_\_\_  
McKay \_\_\_\_\_

FROM DATE- 1/05/2012  
TO DATE- 1/10/2012

ACCOUNTS PAYABLE CHECKS  
PRINCE EDWARD

FUND NO.	DESCRIPTION	\$\$\$ PAY \$\$\$
100	GENERAL FUND	\$165,736.09
501	WATER FUND	\$370.11
502	SEWER FUND	\$36.69
732	RETIREMENT BENEFIT FUND	\$2,111.29
741	PIEDMONT COURT SERVICES FUND	\$4,401.99
	TOTAL	172,656.17

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	ACCOUNT TOTAL	AMOUNT
011010	BOARD OF SUPERVISORS					
3160	12125	Professional Services CARL U EGGLESTON FUNERAL	DEAN CLARENCE	CREMATION	1,445.00	1,445.00 *
3600	15240	Advertising FARMVILLE HERALD	CO ADMR 1211	ADVERTISING	1,148.03	1,148.03 *
5510	12084	Travel-Mileage CAMPBELL HOWARD M	OCT-DEC 2011	MILEAGE	327.45	327.45 *
				MAJOR TOTAL	2,920.48	**
012110	COUNTY ADMINISTRATOR					
6001	13369	Office Supplies DIAMOND SPRINGS	11393100 1211	WATER & EQUIP RENTAL	15.70	
	15380	FARMVILLE PRINTING	CO ADMR 1211	BUSINESS CARDS	254.00	
	17005	HR DIRECT	203506	PR ATTENDANCE KIT	68.36	
	20600	KEY OFFICE SUPPLY	405968	PLANNER	15.29	
	20600	KEY OFFICE SUPPLY	406678	INK/PAPER/TONER/NTBK	553.12	
	25120	PAIRET'S INC	12461	CERTIFICATE HOLDERS	49.90	
	29332	TOWN OF FARMVILLE	CREDIT CARD1211	CREDIT CARD FEES	64.54	
				ACCOUNT TOTAL	1,020.91	*
6030	25560	Non-Capital Equipment POULSTON'S	97163	REFRIGERATOR	399.95	399.95 *
				MAJOR TOTAL	1,420.86	**
012310	COMMISSIONER OF REVENUE					
3320	20600	Maintenance Service Contr KEY OFFICE SUPPLY	404284	COPIER MAINT CONTRCT	552.00	552.00 *
5230	13325	Telecommunications TREASURER OF VIRGINIA	T241228	ONLINE SERVICE	77.33	77.33 *
6012	23162	Books & Subscriptions NADA APPRAISAL GUIDES	20236S 1211	OLDER USED CAR GUIDE	20.00	20.00 *
				MAJOR TOTAL	649.33	**
012410	TREASURER					
3600	15240	Advertising FARMVILLE HERALD	TREASURER 1211	ADVERTISING	46.13	46.13 *
5230	13325	Telecommunications TREASURER OF VIRGINIA	T241228	ONLINE SERVICE	77.34	77.34 *
				ACCOUNT TOTAL	123.47	

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INVT#	DESCRIPTION	AMOUNT
5810	31095	VALECO	TREAS 1211	FY12 DUES	75.00 *
6001	20600	Office Supplies	406565	CALENDARS/PENS	17.67
	20600	KEY OFFICE SUPPLY	406803	BATTERIES	8.95
				ACCOUNT TOTAL	26.62 *
				MAJOR TOTAL	225.09 **
012510		INFORMATION TECHNOLOGY			
3160	11902	Professional Services	20100973	TRAVEL EXPENSE	125.00
	11902	BUSINESS DATA OF VA, INC.	20100976	TRAVEL EXPENSE	125.00
	11902	BUSINESS DATA OF VA, INC.	20100981	MONTHLY CONTRACT	3,700.00
				ACCOUNT TOTAL	3,950.00 *
3320	12762	Maintenance Service	MC0000162036	MAINTENANCE CONTRACT	270.00
		COMPUTERPLUS SALES/SERVIC			270.00 *
				ACCOUNT TOTAL	4,220.00 **
44 221200		GENERAL DISTRICT COURT			
3160	28228	Professional Services	12 12002	MEDIATION SERVICES	712.50
		SEXTON JOYCE K			712.50 *
3320	20600	Maintenance Service Contr	405975	COPIER MAINTENANCE	755.00
		KEY OFFICE SUPPLY			755.00 *
				ACCOUNT TOTAL	1,467.50 **
021600		CLERK OF THE CIRCUIT COURT			
3310	18663	Repairs/Maintenance	57656	APC BACK-UPS	91.35
	20600	ILS/MANATRON INC	405914	COPIER MAINT CONTRCT	744.00
	20600	KEY OFFICE SUPPLY	405915	COPIER MAINT CONTRCT	660.00
				ACCOUNT TOTAL	1,495.35 *
5230	10105	Telecommunications	392 5145 1211	PHONE	42.65
	21319	AT&T	309863799 1211	PHONE	79.13
		CENTURYLINK			121.78 *
5810	31095	Dues and Assoc Membership	FY 2012 DUES	DUES	125.00
		VALECO			125.00 *
5880	20904	Technology Trust Funds	120101 0040	DSL	74.95
		KINEX NETWORKING SOLUTION			74.95 *
6012	32314	Books and Subscriptions	824093261	PROBATE HANDBOOKS	378.00
		WEST PAYMENT CENTER			378.00 *
				ACCOUNT TOTAL	2,195.08 **



MAJOR# ACCT# 021800	VENDOR NUMBER LAW LIBRARY	VENDOR NAME	INVOICE#	DESCRIPTION	AMOUNT
5230	10105	Telecommunications AT&T	315 0208 1211	PHONE	ACCOUNT TOTAL 37.00 *
6012	22210	Books and Subscriptions			
	22210	MATTHEW BENDER & CO INC	26868970	JURY INSTR CIVIL	224.60
	22211	MATTHEW BENDER & CO INC	27733734	FORM 11 SUP SET/INDX	448.20
	32314	MATTHEW BENDER & CO INC	26416093	VA ADVANCE CODE SERV	70.30
		WEST PAYMENT CENTER	824093261	PROBATE HANDBOOKS	189.00
				ACCOUNT TOTAL	932.10 *
				MAJOR TOTAL	969.10 **
031200	SHERIFF				
3311	15150	Repairs & Maint-Auto & Eq			
	15150	FARMVILLE AUTO PARTS	66511	ABS COMPUTER	651.42
	15920	FARMVILLE AUTO PARTS	66518	DEICER	4.29
	15945	FOURTH STREET MOTOR CO	5305 NOV 15 11	VEHICLE REPAIRS	1,527.57
	17403	FRANKLIN ROBBY	EXPENSES 1211	BULB	6.29
		HARRIS TRAVIS III	DEC 20 2011	VEHICLE REPAIRS	206.30
				ACCOUNT TOTAL	2,395.87 *
3600	15240	Advertising			
		FARMVILLE HERALD	SHERIFF 1211	ADVERTISING	66.63
				ACCOUNT TOTAL	66.63 *
5210	11894	Postal Services			
		BUSINESS CARD	0555SHERIFF1211	POSTAGE	210.69
				ACCOUNT TOTAL	210.69 *
5230	13325	Telecommunications			
	20904	TREASURER OF VIRGINIA	T241678	VCIN SERVICE	53.06
	21319	KINEX NETWORKING SOLUTION	120101 0017	WEB HOST/DATA BACKUP	39.90
		CENTURYLINK	309558628 1211	VCIN	7.97
				ACCOUNT TOTAL	100.93 *
5530	11894	Travel-Subsistence & Lodg			
		BUSINESS CARD	0555SHERIFF1211	MEALS	79.22
				ACCOUNT TOTAL	79.22 *
5540	12318	Travel-Convention and Edu			
		CNTRL VA CRIMINAL JUSTICE	1421	INVESTIGATR TRAINING	200.00
				ACCOUNT TOTAL	200.00 *
6001	13369	Office Supplies			
	20600	DIAMOND SPRINGS	27961300 1211	WATER & EQUIP RENTAL	58.40
	20600	KEY OFFICE SUPPLY	406419	APPT BKS/PLANNER/FLD	48.16
		KEY OFFICE SUPPLY	406587	COPY PAPER	58.99
				ACCOUNT TOTAL	165.55 *
6008	11894	Vehicle & Powered Equip F			
		BUSINESS CARD	0555SHERIFF1211	GAS	93.69
				ACCOUNT TOTAL	93.69 *
6010	32138	Police Supplies			
		WAL-MART COMMUNITY/GEGRB	2117SHERIFF1211	SHOTGUN SHELLS	41.82

MAJOR#	ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
6011		32600	WILMOTH DAVID	EXPENSES 1211	SFTY GLASSES/EARPLUG	58.68
					ACCOUNT TOTAL	100.50 *
6012		11894	BUSINESS CARD	0555SHERIFF1211	HAT	96.90
			Uniforms & Wearing Appare		ACCOUNT TOTAL	96.90 *
6012		11894	BUSINESS CARD	0555SHERIFF1211	BOOKS	7.54
			Books & Subscriptions		ACCOUNT TOTAL	7.54 *
					MAJOR TOTAL	3,517.52 **
032200			VOLUNTEER FIRE DEPARTMENT			
7001		25366	PIEDMONT FLEET SERVICE	231230	TRUCK MAINTENANCE	1,197.99
			Payment to Farmville VFD		ACCOUNT TOTAL	1,197.99 *
7002		15150	FARMVILLE AUTO PARTS	65827	PIN & BUSHING	9.49
		15560	FARMVILLE WHSALE ELECTRIC	465843	RECHARGEABLE BATTERY	50.74
		19490	JOHN DEERE FINANCIAL	70959	PROPANE	179.53
		31846	DOMINION VA POWER	5487358649 1211	ELECTRIC SERVICE	9.03
			Payment to Rice VFD		ACCOUNT TOTAL	248.79 *
7003		11240	BENCHMARK COMMUNITY BANK	PROSPECT PAY#11	CHASSIS NOTE PAYMENT	2,000.00
		12758	COMTRONICS OF VA	198563	PAGER REPAIR	50.10
		15150	FARMVILLE AUTO PARTS	65331	TIRE FOAM	23.96
		15150	FARMVILLE AUTO PARTS	66042	BATTERIES	239.98
		15150	FARMVILLE AUTO PARTS	66615	CAR WASH/HOSE NOZZLE	30.98
		21319	CENTURYLINK	309983930 1211	PHONE	92.73
		25210	PAMPLIN EXXON	PROSPECTVFD1211	FUEL	474.93
		25247	PARKER OIL COMPANY INC	335136	PROPANE	299.25
		29332	TOWN OF FARMVILLE	805 PROSPECT1211	FUEL	552.89
		31844	DOMINION VA POWER	6120897506 1211	ELECTRIC SERVICE	5.66
		31844	DOMINION VA POWER	7600812502 1211	ELECTRIC SERVICE	5.66
		31846	DOMINION VA POWER	7020850009 1211	ELECTRIC SERVICE	208.31
		31846	DOMINION VA POWER	8898799252 1211	ELECTRIC SERVICE	16.95
			Payment to Darlington VFD		ACCOUNT TOTAL	4,001.40 *
7004		10850	ATLANTIC EMERGENCY	ROR3006ROP	GAUGE REPAIR	1,513.32
		12128	CARPET HOUSE	125210	STRIPPER	241.50
		12128	CARPET HOUSE	125339	STRIPPER	192.00
		12128	CARPET HOUSE	125380	CREDIT	27.30-
		13083	DARLINGTON HGT FIRE DEPT	REIMB 1211	TRUCK REPAIRS	1,387.33
		14700	ELLINGTON ENERGY SERVICE	504408	PROPANE	235.95
		14700	ELLINGTON ENERGY SERVICE	70518	PROPANE	488.43
		14700	ELLINGTON ENERGY SERVICE	70529	PROPANE	363.55
		14700	ELLINGTON ENERGY SERVICE	72808	PROPANE	183.13
		15150	FARMVILLE AUTO PARTS	66051	FUEL PUMP/OIL	133.55
		28446	SLAGLE JACK L FIRE EQUIP	10038321 01	FOAM	283.50
		28446	SLAGLE JACK L FIRE EQUIP	10038321 02	BATTERY	72.45

MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INVOICE#	DESCRIPTION	AMOUNT
7005	28640	SOUTHSIDE ELECTRIC COOP	38156 001 1211	ELECTRIC SERVICE	262.76
	31333	VERIZON WIRELESS	6673477048	PHONE	60.28
	31335	VERIZON	248 6805 1211	PHONE	139.04
		Payment to Hampden-Sydney			5,529.49 *
	10105	AT&T	223 2392 1211	PHONE	37.21
	20360	KEPLINGER REPAIR SERV INC	10597	TRUCK REPAIR	347.88
	20360	KEPLINGER REPAIR SERV INC	10607	TRANSDUCER	711.64
	21319	CENTURYLINK	310187773 1211	PHONE	47.54
	31844	DOMINION VA POWER	8350720002 1211	ELECTRIC SERVICE	305.41
		Payment to Pamplin VFD			1,449.68 *
7006	12024	C W WILLIAMS	546104	TRUCK REPAIRS	1,133.77
	12151	CARQUEST APPOMATTOX	71487	CAR WASH	14.98
	15560	FARMVILLE WHSALE ELECTRIC	465011	ELECTRICAL SUPPLIES	397.32
	15560	FARMVILLE WHSALE ELECTRIC	465013	BATTERIES	239.12
	15908	FOSTER FUELS INC	208821	PROPANE	540.85
	16143	GARRETT DAVID T/SONS LLC	4286	LINES TO ICE MACHINE	850.00
	16143	GARRETT DAVID T/SONS LLC	4379	HOOKED UP SINK	175.00
	31335	VERIZON	248 6690 1211	PHONE	52.44
	31846	DOMINION VA POWER	4743517221 1211	ELECTRIC SERVICE	314.19
	31846	DOMINION VA POWER	6280980001 1211	ELECTRIC SERVICE	49.28
		Payment to Meherrin VFD			3,766.95 *
7007	12024	C W WILLIAMS	545872	AIR BOTTLES	2,171.04
	25246	PARKER OIL CO INC	334414	PROPANE	137.32
	31846	DOMINION VA POWER	0519881510 1211	ELECTRIC SERVICE	294.97
	31846	DOMINION VA POWER	1913347348 1211	ELECTRIC SERVICE	29.49
	31846	DOMINION VA POWER	2725824417 1211	ELECTRIC SERVICE	13.76
				ACCOUNT TOTAL	2,646.58 *
				MAJOR TOTAL	18,840.88 **
033200	REGIONAL JAIL & DETENTION				
3196	25375	Purchase of Services - Ja PIEDMONT RGNL JUVENILE	1072	JUVENILE DETENTION	8,625.00 *
				ACCOUNT TOTAL	8,625.00 *
7001	25380	Piedmont Regional Jail-Pe PIEDMONT REGIONAL JAIL	1600	INMATE PER DIEM	3,814.80 *
				ACCOUNT TOTAL	3,814.80 *
				MAJOR TOTAL	12,439.80 **
034100	BUILDING OFFICIAL				
3311	14287	Repairs & Maint-Auto EAST END CHEVRON	JAN 2012	OIL CHANGE	27.70 *
				ACCOUNT TOTAL	27.70 *
5880	29642	2% Blg Permit Surcharge TREASURER OF VIRGINIA	PERMIT LEVVI211	2% LEVY ON PERMITS	135.35
				ACCOUNT TOTAL	135.35 *
				MAJOR TOTAL	163.05 **

MAJOR#	ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5110	31844	Electrical Services	Dominion VA Power	0890745003 1211	ELECTRIC SERVICE	271.84 *
5230	21319	Telecommunications	CenturyLink	310119726 1211	PHONE	118.19
6001	32138	Office Supplies	Wal-Mart Community/GECRB	2238 CO ADM1211	BATTERIES/INK	32.95
6002	32138	Supplies for Shelter	Wal-Mart Community/GECRB	2238 CO ADM1211	AMMUNITION	15.41
042300	REFUSE DISPOSAL				DOG FOOD	48.36 *
3310	15560	Repairs/Maintenance	Farmville Wholesale Electric	463967	LIGHTBULBS	129.10
3311	15150	ARCET EQUIPMENT CO	Farmville Auto Parts	65764	THERMOSTAT/TAPE	129.10 *
3840	19033	JIMMY'S SERVICECENTER		DEC 26 2011	THERMOSTAT/HEAT TAPE	567.49 **
3841	10811	Contract Landfill - POS	Arena Trucking Company	DEC 2011	FENCING & POSTS	
3841	32950	WRIGHT'S EXCAVATING		JAN 2012	RAKES & FORK	
5110	28866	Purchase of Serv - Recycli	Manuel Tire of Virginia	469437	GLOVES	13.25
5110	29029	SYNERGY RECYCLING LLC	Manuel Tire of Virginia	469471	TARP STRAP/ANTIFREEZ	39.14
5110	28640	Electrical Services	Southside Electric Coop	DEC 2011	TRUCK MAINTENANCE	150.00
5110	31844	Dominion VA Power		JAN 2012	ACCOUNT TOTAL	202.39 *
5110	31844	Dominion VA Power			TRASH COLLECTION	268.00
5110	31846	Dominion VA Power			LANDFILL OPERATION	42,187.50
5110	31846	Dominion VA Power			ACCOUNT TOTAL	42,455.50 *
5110	31846	Dominion VA Power			TIRE RECYCLING	402.00
5110	31846	Dominion VA Power			TIRE RECYCLING	969.00
5110	31846	Dominion VA Power			RECYCLING FEE	1,352.42
5110	31846	Dominion VA Power			ELECTRONIC RECYCLING	1,524.94
5110	31846	Dominion VA Power			ACCOUNT TOTAL	4,248.36 *
5110	28640	Southside Electric Coop		114379 003 1211	VIRSO SITE	262.60
5110	31844	Dominion VA Power		5181167213 1211	LEACHATE PUMP	6.04
5110	31844	Dominion VA Power		8970737501 1211	SCALEHOUSE	139.93
5110	31846	Dominion VA Power		0599507431 1211	RICE SITE	129.75
5110	31846	Dominion VA Power		0670040567 1211	CELL C PUMP STATION	14.63
5110	31846	Dominion VA Power		7471653571 1211	WORSHAM SITE	116.61
5110	31846	Dominion VA Power		8601161519 1211	PROSPECT SITE	122.47

MAJOR#	ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5230		31846	DOMINION VA POWER	9176847250 1211	LANDFILL SITE	74.78
			Telecommunications			866.81 *
		10105	AT&T	248 5696 1211	PHONE	36.25
		10105	AT&T	392 3675 1211	PHONE	37.63
		10105	AT&T	392 9223 1211	PHONE	43.69
		10105	AT&T	574 4166 1211	PHONE	40.03
		10105	AT&T	767 2769 1211	PHONE	36.25
		21319	CENTURYLINK	309326764 1211	PHONE	46.10
		21319	CENTURYLINK	309553498 1211	PHONE	39.12
		21319	CENTURYLINK	309615846 1211	PHONE	43.71
		21319	CENTURYLINK	310039285 1211	PHONE	40.77
		31335	VERIZON	248 5696 1211	PHONE	49.42
		31335	VERIZON	736 2828 1211	PHONE	69.62
5440			Portable Toilet Rental			482.59 *
		28869	STIFF O O INC	1550	MONTHLY SERVICE	662.50
6008			Vehicle & Powered Equip F			662.50 *
		29332	TOWN OF FARMVILLE	97 DIESEL 1211	DIESEL	434.36
043200			GENERAL PROPERTIES			434.36 *
3310		15799	Repairs/Maintenance	F001829	FLASHING	13.25
		29242	FLAMELESS SPECIALTIES	608740	SERV CONTRCT/JAN-MAR	2,374.13
			THYSSENKRUPP ELEVATOR			2,387.38 *
5110			Electrical Services			
		31844	DOMINION VA POWER	2786281903 1211	COURTHOUSE	10,179.68
		31844	DOMINION VA POWER	9670710004 1211	SHOP	34.46
		31846	DOMINION VA POWER	1545926683 1211	SCOPE BLDG	364.15
		31846	DOMINION VA POWER	4951935099 1211	SHERIFF DEPT SHED	5.66
		31846	DOMINION VA POWER	5856894620 1211	WORSHAM CLERK OFFICE	138.24
		31846	DOMINION VA POWER	6669158583 1211	LIGHTS AT RICE	111.40
		31846	DOMINION VA POWER	8105475944 1211	AG BLDG	1,891.43
5130			Water & Sewer			12,725.02 *
		29332	TOWN OF FARMVILLE	AG BLDG 1211	WATER & SEWER	140.25
		29332	TOWN OF FARMVILLE	CH IRRIG 1211	WATER	19.03
		29332	TOWN OF FARMVILLE	SCOPE BLDG 1211	WATER & SEWER	41.87
5230			Telecommunications			201.15 *
		10105	AT&T	223 8665 1211	PHONE	36.99
		21319	CENTURYLINK	310262069 1211	PHONE	50.60
		21319	CENTURYLINK	310441360 1211	PHONE	71.10
5440			Portable Toilet Rental			158.69 *
		28869	STIFF O O INC	1550	MONTHLY SERVICE	100.00
						100.00 *

MAJOR#	ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	ACCOUNT TOTAL	AMOUNT
6001	6001	20600	Office Supplies KEY OFFICE SUPPLY	4066640	INK CARTRIDGE/CORD	29.19	29.19 *
6007			Repairs and Maintenance S				
		13369	DIAMOND SPRINGS	11393100 1211	WATER & EQUIP RENTAL	29.20	29.20
		15560	FARMVILLE WHSALE ELECTRIC	463855	BALLAST/LIGHTBULBS	268.00	268.00
		15560	FARMVILLE WHSALE ELECTRIC	465007	TOGGLE BOLTS/CONNCTR	44.53	44.53
		15560	FARMVILLE WHSALE ELECTRIC	465117	BALLASTS	21.90	21.90
		15560	FARMVILLE WHSALE ELECTRIC	465255	LIGHTBULBS/OUTLETS	15.72	15.72
		21811	LOWE'S	901179	FUSE	13.70	13.70
		21811	LOWE'S	901292	PAINT	178.91	178.91
		21811	LOWE'S	901464	BUCKET/TOOLBAG/HANDL	40.60	40.60
		21811	LOWE'S	901521	NAILS	9.58	9.58
		21811	LOWE'S	901546	WASHERS/SCREWS/BOLTS	8.65	8.65
		21811	LOWE'S	901595	WIRE TIES	6.02	6.02
		21811	LOWE'S	909024	PAINT & SUPPLIES	189.61	189.61
		21811	LOWE'S	909218	SCREWS & WASHERS	12.50	12.50
		21811	LOWE'S	909331	PAINT ROLLERS	15.14	15.14
		21811	LOWE'S	909436	HEATER/FUEL STABILIZR	68.84	68.84
		25680	PRICE SUPPLY CO INC	804932	PLUMBING SUPPLIES	19.74	19.74
		27922	CINTAS CORPORATION #524	524 09428 1211	UNIFORM RENTAL	554.59	554.59
6009			Vehicle & Powered Equip S			1,497.23	1,497.23 *
		15150	FARMVILLE AUTO PARTS	65555	FUEL FILTER	13.19	13.19
		15150	FARMVILLE AUTO PARTS	66424	ANTIFREEZE/BULB	20.27	20.27
043400			CANNERY			33.46	33.46 *
3310			Repairs & Maintenance			17,132.12	17,132.12 **
		15560	FARMVILLE WHSALE ELECTRIC	464547	LIGHTBULBS/SWITCH	12.49	12.49
		21811	LOWE'S	909244	HEATER	56.98	56.98
5230			Telecommunications			69.47	69.47 *
		21319	CENTURYLINK	310248529 1211	PHONE	116.28	116.28 *
6001			Office Supplies			2.00	2.00
		20600	KEY OFFICE SUPPLY	405594	THERMAL ROLL	48.58	48.58
		20600	KEY OFFICE SUPPLY	405857	INK CARTRIDGES	50.58	50.58 *
052500			CHAPTER X BOARD			236.33	236.33 **
5640			Payment to Crossroad Ser			15,660.75	15,660.75 *
		12928	CROSSROAD SERVICES BOARD	3RD QTR 1211	3RD QTR SUPPORT	15,660.75	15,660.75 **

MAJOR#	ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
3160	053500		COMPREHENSIVE SERVICES ACT			
		11191	CSA Programs		PROFESSIONAL SERVICE	5,220.00
		11894	BEAR CREEK ACADEMY	238	PROFESSIONAL SERVICE	12.34
		12280	BUSINESS CARD	JAN 2012	FOSTER CARE	1,904.00
		12280	CENTRA HEALTH	7102 1211	PROFESSIONAL SERVICE	1,904.00
		12280	CENTRA HEALTH	7336 1211	PROFESSIONAL SERVICE	1,904.00
		12280	CENTRA HEALTH	7528 1211	PROFESSIONAL SERVICE	1,904.00
		12280	CENTRA HEALTH	7912 1211	PROFESSIONAL SERVICE	1,904.00
		12280	CENTRA HEALTH	7932 1211	PROFESSIONAL SERVICE	1,904.00
		12280	CENTRA HEALTH	8209 1211	PROFESSIONAL SERVICE	1,904.00
		12280	CENTRA HEALTH	8227 1211	PROFESSIONAL SERVICE	1,904.00
		29152	THE HUGHES CENTER	2495	PROFESSIONAL SERVICE	3,630.00
		29417	TREASURER OF BEDFORD	AM 1211	PROFESSIONAL SERVICE	1,740.00
					ACCOUNT TOTAL	23,930.34 *
					MAJOR TOTAL	23,930.34 **
072200			MUSEUMS			
5640	11772		Worsham Clerk's Office	8704	TERMITE CONTROL	915.00
			BUG BUSTERS PEST CONTROL			915.00 *
					ACCOUNT TOTAL	915.00 **
081100			PLANNING			
3600	15240		Advertising	CO ADMR 1211	ADVERTISING	153.75
			FARMVILLE HERALD			153.75 *
5510	25359		Travel-Mileage	MILEAGE 1211	MILEAGE	63.82
			PICKETT JONATHAN			63.82 *
6001	20600		Office Supplies	405804	INK CARTRIDGES	73.98
			KEY OFFICE SUPPLY			73.98 *
					ACCOUNT TOTAL	291.55 **
081600			TOURISM			
5110	31846		Electrical Services	0675198071 1211	ELECTRIC SERVICE	183.85
	31846		DOMINION VA POWER	1059387447 1211	ELECTRIC SERVICE	111.04
			DOMINION VA POWER			294.89 *
					ACCOUNT TOTAL	49.37
5130	29332		Water & Sewer	MOORE BLDG 1211	WATER & SEWER	49.37 *
			TOWN OF FARMVILLE			49.37 *
5230	21319		Telecommunications	310393238 1211	PHONE	263.44
			CENTURYLINK			263.44 *

MAJOR#	ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5898	10641	31199	VTC Best Part Grant APPOMATTOX TOWN OF VANEPS MAGI	830 WEB HOSTING1211	POSTAGE & ENVELOPES WEB HOSTING	1,105.26 53.89
6001	20600	32138	Office Supplies KEY OFFICE SUPPLY WAL-MART COMMUNITY/GEICRB	405798 2238 CO ADM1211	INK CARTRIDGE/ENV CANDLES & BULBS	1,159.15 * 48.74 21.80 70.54 *
083500	5230	21319	COOPERATIVE EXTENSION OFFICE Telecommunications CENTURYLINK	309520098 1211	PHONE	1,837.39 ** 95.26 95.26 *
091000	5230	23933	GENERAL EXPENSE Internal Telecom Account LUMOS NETWORKS	165866886 1211	PHONE	95.26 ** 2,771.54 2,771.54 *
094000	0002	25300	CAPITAL PROJECTS Computer System PEARSON APPRAISAL SERV	1C	SOFTWARE	2,771.54 ** 3,200.00 3,200.00 *
					ACCOUNT TOTAL	165,736.09
					MAJOR TOTAL	
					FUND TOTAL	



MAJOR#	ACT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
3810	03000	29332	Repairs & Maintenance TOWN OF FARMVILLE	WTR TEST 1211	WATER TESTING	40.00 40.00 * 40.00 **
043200			GENERAL PROPERTIES			ACCOUNT TOTAL MAJOR TOTAL
5130		29332	Water Service TOWN OF FARMVILLE	WATER TANK 1211	WATER	330.11 330.11 * 330.11 **
						ACCOUNT TOTAL MAJOR TOTAL FUND TOTAL

AP375H  
 1/10/2012  
 FUND # - 502 SEWER FUND

PRINCE EDWARD  
 LISTING OF INVOICES FOR 1/05/2012 -- 1/10/2012

AFTER CHECKS  
 PAGE 12

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
043200	31846	GENERAL PROPERTIES			
5110	31846	Electrical Services	4148700281	SEWER PUMP	36.69
		DOMINION VA POWER			36.69 *
					36.69 **
				ACCOUNT TOTAL	36.69
				MAJOR TOTAL	36.69
				FUND TOTAL	36.69

AP375H  
 1/10/2012  
 FUND # - 732

RETIREMENT BENEFIT FUND

PRINCE EDWARD  
 LISTING OF INVOICES FOR 1/05/2012 -- 1/10/2012

AFTER CHECKS  
 PAGE 13

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	ACCOUNT TOTAL	AMOUNT
00230	25257	LEOS Disbursements JOHNS VICKI K	JAN 2012	RETIREE BENEFIT	1,051.29	1,051.29 *
1101	29937	Retirees Insurance ANTHEM BCBS	JAN 2012	RETIREE INSURANCE	1,060.00	1,060.00 *
1102					2,111.29	2,111.29 **
				ACCOUNT TOTAL		
				ACCOUNT TOTAL		
				MAJOR TOTAL		
				FUND TOTAL		

MAJOR#	VENDOR NUMBER	VENDOR NAME	INVOICE#	DESCRIPTION	AMOUNT
021400	31846	Electrical Service	4324962309	ELECTRIC SERVICE	90.94
	31846	DOMINION VA POWER	7218131923	ELECTRIC SERVICE	171.38
				ACCOUNT TOTAL	262.32 *
5210	25483	Postal Services	6947601	POSTAGE METER LEASE	202.00
	30583	PITNEY BOWES FINANCL SERV	STAMPS 1211	POSTAGE	29.55
				ACCOUNT TOTAL	231.55 *
5230	21319	Telecommunications	310357807	PHONE	203.13
				ACCOUNT TOTAL	203.13 *
5510	15954	Travel - Mileage	MILEAGE 1211	MILEAGE	97.12
	16682	FRANKLIN SHEENA	MILEAGE 1211	MILEAGE	139.84
	16904	GRAY SHARON	MILEAGE 1211	MILEAGE	150.96
	16944	GULL EMILY	MILEAGE 1211	MILEAGE	9.29
	22217	STIMPSON CONNIE	EXPENSES 1211	MILEAGE	151.51
	22259	MAXEY RENE T	MILEAGE 1211	MILEAGE	79.36
	23340	MAYS ANDY	MILEAGE 1211	MILEAGE	23.86
	27156	NASH ASHLEY	MILEAGE 1211	MILEAGE	25.53
	28730	TYLER CADANCE	MILEAGE 1211	MILEAGE	92.68
		STANLEY DAYNA	MILEAGE 1211	MILEAGE	770.15 *
				ACCOUNT TOTAL	29.34
5530	22217	Travel - Subsistence & Lo	EXPENSES 1211	BUSINESS LUNCHEON	29.34 *
		MAXEY RENE T			29.34 *
5540	31306	Travel - Convention and E	TRAINING 1211	TRAINING	200.00
		VCCJA			200.00 *
6040	20904	ADP Equipment	111229 0020	CHECK COMPUTR ERRORS	112.50
		KINEX NETWORKING SOLUTION			112.50 *
				ACCOUNT TOTAL	1,808.99 **
097001		PCS SUPERVISION FEES EXPENDITURES			
5420	28724	PCS - Lease/Rent of Build	RENT 1211	RENT	2,383.00
		SRP CORPORATION LLC			2,383.00 *
6006	17346	PCS - Janitorial Services	DEC 2011	CLEANING SERVICE	210.00
		HARDY PAGE			210.00 *
				ACCOUNT TOTAL	2,593.00 **
				MAJOR TOTAL	4,401.99
				FUND TOTAL	172,656.17
				TOTAL DUE	

Approved at meeting of \_\_\_\_\_ on \_\_\_\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



**County of Prince Edward  
Board of Supervisors  
Agenda Summary**

**Meeting Date:** January 10, 2012  
**Item No.:** 28  
**Department:** County Administration  
**Staff Contact:** W.W. Bartlett  
**Issue:** Finance Report

**Summary:** The attached spreadsheet displays the revenue and expenditure information for the County's major funds through the first 6 months of the Fiscal Year. A positive variance as it pertains to revenues indicates the revenues collected have exceeded the amount anticipated to be collected at the end of December. A positive variance for expenditures indicates the expenditures are less than what would be expected.

In total, revenues are exceeding expectations by approximately \$550,104 when the negative variance in the School Fund is discounted, while expenditures are almost \$283,911 less than expected. The General Fund accounts for all of the positive variance for revenues. Collections of personal property account for the majority of the positive variance in General Fund revenues. Collections of this tax exceeded expectations by about \$368,000. This was due to a large increase in the number of vehicles being assessed and the values of used vehicles holding steady. Collections of real estate tax were about \$122,000 greater than anticipated. Through October Local Use and Sales tax collections have exceeded expectations by \$74,219. Collections of this tax have exceeded the three year average every month this fiscal year. This is a strong indication that the local economy is gaining strength. I expect these results will hold steady for the remainder of the fiscal year and revenues will exceed the budget when the fiscal year ends.

Revenues in the School fund are \$158,874 less than anticipated through December and are expected to be \$433,887 less than the budget when the fiscal year ends. This is primarily the result of a decline in enrollment and the impact of the Governor's caboose bill. I have spoken with the Superintendent and he and the School Board are aware of this issue and have taken steps to mitigate this loss in revenue. The end result will be a corresponding decrease in expenditures. Revenues and expenses for the remainder of the funds are not significantly different than the anticipated amounts.

Looking at expenditures the General Fund again has a positive variance but is only \$192,338 or about 1% less than what one would expect for the first six months of the fiscal year. With half of the fiscal year still to be completed I am hesitant to project this positive variance will continue. Variables beyond our control such as the weather and the price of gasoline can quickly cause the positive variance in expenditures to disappear.

**Attachments:** Comparison of Revenues & Expenditures

**Recommendation:** No Action required

Motion _____	Campbell _____	Cooper-Jones _____	Fore _____
Second _____	Gantt _____	Jones _____	McKay _____
	Simpson _____	Wilck _____	

**COMPARISON OF REVENUES & EXPENDITURES**

12/31/2011

FY 11

	REVENUES			EXPENDITURES/ENCUMBRANCES		
	Budget	ANTICIPATED YTD	ACTUAL YTD	Budget	ANTICIPATED YTD	ACTUAL YTD
General Fund	20,194,433 *	13,945,851	14,514,934	20,194,433	9,751,256	9,558,918
		69.1%	71.9%		48.3%	47.3%
School Fund	27,301,576 *	11,745,739	11,586,865	27,301,576	11,692,062	11,586,865
		43.0%	42.4%		42.8%	42.4%
Cafeteria	1,087,070 *	543,535	517,080	1,087,070	543,535	484,201
		50.0%	47.6%		50.0%	44.5%
Landfill Construction	800,000 *	138,000	173,925	800,000	-	-
		17.3%	21.7%		0.0%	0.0%
Social Services	2,761,176 *	1,242,700	1,242,700	2,761,176	1,242,700	1,242,700
		45.0%	45.0%		45.0%	45.0%
Water Fund	4,245,000 *	4,200,800	4,200,343	4,245,000	3,439,344	3,437,657
		99.0%	98.9%		81.0%	81.0%
Sewer Fund	1,458,112 *	1,308,200	1,295,031	1,458,112	1,309,216	1,306,723
		89.7%	88.8%		89.8%	89.6%
Piedmont Court Services	527,272 *	263,636	248,813	527,272	263,636	236,577
		50.0%	47.2%		50.0%	44.9%
<b>TOTAL</b>	58,374,639	33,388,461	33,779,691	58,374,639	28,241,749	27,853,641
		57.2%	57.9%		48.4%	47.7%
Local Sales/Use Taxes	2,500,000	827,500	901,719			
		33.1%	36.1%			
			74,219			

\*These figures include the "Contributions from Fund Balance (Retained Earnings)" required to balance the budget.

NOTE: YTD figures in revenues do not reflect any actual contribution FROM Fund Balance.



**County of Prince Edward  
Board of Supervisors  
Agenda Summary**

**Meeting Date:** January 10, 2012  
**Item No.:** 29  
**Department:** County Administration  
**Staff Contact:** W.W. Bartlett  
**Issue:** Ordinance – Authorizing Funding for a Tourism Project

**Summary:** At the December, 2011 meeting, the Board took action to position the County and the Granite Falls Hotel and Conference Center project to take advantage of Virginia Tourism Development Financing Program. As you will recall, the purpose of the program is to provide a gap financing mechanism for tourism projects in partnership with developers, localities, financial institutions, and the state. This program provides a method of financing to compensate for a shortfall in project funding not to exceed 20% of a qualified project’s total cost.

For those tourism projects that are eligible, one percent of the state sales tax generated by the project, matched by an equal dollar amount of local tax revenue, matched by an equal dollar amount from the developer (called the developer access fee) can be used to help pay the debt service on the project.

The final components of the program that require action are the execution of a Performance Agreement and the adoption of an ordinance that specifies that the County shall match the 1 % of state tax by an equal dollar amount of local tax revenue generated by transactions taking place on the premises.

The County Attorney’s Office has drafted the attached draft ordinance. Additionally, the County Attorney’s Office has revised the existing economic development grant agreement between the County and IDA and Prince Edward Development, LLC to meet the state’s requirements for a performance agreement. A copy of the newly drafted Performance Agreement and the existing Economic Development Grant Agreement are also attached.

**Attachments:**

1. *An Ordinance Authorizing Funding for a Tourism Project - DRAFT*
2. Draft Performance Agreement
3. Economic Development Grant Agreement

**Recommendation:** The Board will wish to authorize a public hearing on the ordinance for the February meeting. Following the February public hearing, the Board would then also consider the draft performance agreement.

Motion \_\_\_\_\_  
 Second \_\_\_\_\_

Campbell \_\_\_\_\_  
 Gantt \_\_\_\_\_  
 Simpson \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
 Jones \_\_\_\_\_  
 Wilck \_\_\_\_\_

Fore \_\_\_\_\_  
 McKay \_\_\_\_\_

AN ORDINANCE AUTHORIZING FUNDING FOR A TOURISM PROJECT

WHEREAS, the County of Prince Edward wishes to participate in the Virginia Tourism Development Financing Program; and

WHEREAS, Section 58.1-3851.1(C) of the *Code of Virginia* requires that a locality, by ordinance, direct that at least one percent of the local sales and use tax revenues, or an equivalent amount of other local tax revenues, generated by transactions taking place on the premises of the authorized tourism project shall be applied to the payment of principal and interest on qualified gap financing, and

WHEREAS, the ***Prince Edward County Tourism Development Plan*** identifies a deficiency that will be met by the Granite Fall Hotel and Conference Center project; and

WHEREAS, the Granite Falls Hotel and Conference Center project has been authorized by an appropriate ordinance; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Prince Edward, following a duly advertised Public Hearing, does hereby authorize the following distribution of local tax revenue generated by the Granite Falls Hotel and Conference Center, subject to annual appropriation and subject to the provisions of the Economic Development Grant and Performance Agreement, to the Industrial Development Authority of Prince Edward County, Virginia:

The County shall make payments equal to the entitled sales tax revenues for a period of twenty (20) years from any of the following sources to the Industrial Development Authority of Prince Edward County, Virginia pursuant to the authority of Section 58.1-3851.1(C) of the *Code of Virginia* to be applied to payments of principal and interest on qualified gap financing:

- (a) 80% of the transient occupancy taxes collected in any calendar year from the Project in excess of the amount of such taxes collected in calendar year 2009; and/or
- (b) 95% of food and beverage sales tax or assessment collected, if any, in any calendar year from the Project.

Adopted this \_\_\_ day of \_\_\_\_\_, 2012.



**DRAFT**

**ECONOMIC DEVELOPMENT GRANT  
AND PERFORMANCE AGREEMENT**

This ECONOMIC GRANT AND PERFORMANCE AGREEMENT dated this \_\_\_\_\_ day of January, 2012 (THIS “Agreement”), by and among PRINCE EDWARD DEVELOPMENT, LLC or an affiliate formed by it (the “Developer”) , the COUNTY OF PRINCE EDWARD, VIRGINIA (the “County”) and the INDUSTRIAL DEVELOPMENT AUTHORITY OF PRINCE EDWARD COUNTY, VIRGINIA, (the “Authority”).

**RECITALS:**

The purpose of this Agreement is to describe certain obligations of the Developer and incentives to be provided by the County and the Authority to the Developer in connection with the development of hospitality and conference/training facilities in the County, to be known as Granite Falls Inn & Conference Center (the “Project”) and to utilize Section 58.1-3851.1 of the Code of Virginia, 1950, as amended to facilitate the use of certain tax revenues for the Project.

The County is authorized to execute and deliver this Agreement and to make the grant payments described herein to the Authority pursuant to Sections 15.2-935(B) and 58.1-3851.1 of the Code of Virginia, 1950, as amended (the “Virginia Code”).

The County has established a tourism zone pursuant to Section 58.1-3851 of the Virginia Code, has adopted an ordinance establishing a tourism plan as determined by guidelines adopted by the Virginia Tourism Authority, and has adopted an ordinance authorizing a tourism project to meet a deficiency identified in the adopted tourism plan approved by the Virginia Tourism Authority, and the tourism project has been certified to the State Comptroller as qualifying for the entitlement to tax revenues authorized by the above referenced section of the Virginia Code.

The Authority is authorized to execute and deliver this Agreement to fulfill its obligations hereunder pursuant to Sections 15.2-4905(12) and 15.2-4905(13) of the Virginia Code.

The County and the Authority anticipate numerous benefits to the County and its residents as a result of the development of the Project, including increased tax base for the County, additional employment and training opportunities, promotion of tourism, and enhanced economic strength of the County.

NOW, THEREFORE, for and inconsideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

**ARTICLE I**

## **DEVELOPER'S COMMITMENTS**

In consideration of the assistance being provided to the County and the Authority under the terms of this Agreement, the Developer agrees as follows, contingent on upon the Developer purchasing certain land in Prince Edward County, Virginia consisting of approximately 92 acres described in Exhibit A, attached hereto, (the "Land"). Should the Developer fail to purchase the Land within one year after the date of this Agreement or should the Developer notify the County and the Authority in writing of its intention to not acquire the Land, the obligations of the County and the Authority under this Agreement shall immediately cease and terminate.

### **1.01 Development of Project**

The Developer agrees to acquire the Land, construct or cause to be constructed, develop or cause to be developed and operate or cause to be operated the Granite Falls Inn & Conference Center consisting of approximately 150 guestrooms, an approximately 5000 square foot spa, an approximately 59,000 square foot conference and training center and all required public infrastructure in support thereof.

Any material changes to the Project components described above shall be made only with the prior written consent of the County. The facilities described in the paragraph above shall be substantially completed within 3 years from the date of this Agreement.

### **1.02 Financing of Project**

The Developer shall provide financing for all components of the Project except for the conference/training center whose financing will be provided for by the Authority and certain infrastructure whose financing will be provided for by the Granite Falls Community Development Authority. The County shall not be responsible for issuing any bonds, notes, or other financing for the Project. All financings for the Project shall state clearly that such financing is not an obligation of the County and the County has no obligation for the payment of such financing. Any financings to be repaid from proceeds of the Grant (as defined below in Section 2.01) shall be referred to in this Agreement as the "TIF Financings". In the event the County enacts a food & beverage sales tax in the future, the outstanding debt issued by the Granite Falls Community Development Authority and secure by a food & beverage assessment shall be included in the definition of "TIF Financings". Notwithstanding the foregoing, the County will work with the Developer to facilitate the use of certain tax revenues and the Developer's access fee to finance no more than 20% of the Project.

### **1.03 Application of Grant Proceeds**

The Developer shall use proceeds of the Grant and proceeds of any TIF Financing to pay a portion of the costs of constructing, equipping, renovating or re-equipping the Project described in Section 1.01 above and shall not use and portion of the Grant or TIF Financings to pay any other costs.

1.04 Access Fee

Pursuant to Section 58.1-3851.1(D) of the Virginia Code, the Developer shall pay an access fee equivalent to one percent of the sales tax revenues generated by transactions taking place on the premises of the authorized tourism project referenced herein. The access fee shall be collected by the County and remitted to the Authority on a quarterly basis. The access fee shall be used solely to make payments of principal and interest on qualified gap financing.

1.05 Reporting

The Developer will provide to the County and the Authority such information as the County or the Authority may reasonably request with respect to the financing, acquisition and construction of the Project, including copies of documentation relating to the TIF Financings and a debt service schedule for the TIF Financings. The Developer will provide the County with no less than annual reports setting forth the amount and purpose of expenditures of Grant proceeds and/or TIF Financing proceeds.

**ARTICLE II  
COUNTY'S AND AUTHORITY'S COMMITMENTS**

In consideration of the benefits to the County as a result of the Developer's performance under this Agreement, the County and the Authority agree as follows:

2.01 Grant

The County agrees to make payments to the Authority (the "Grant") of certain incremental tax revenue (the "Incremental Tax Revenues") as described below on the terms subject to the limitations set forth in this Agreement:

- (a) 80% of the incremental increase in real estate and personal property tax revenues collected with respect to the Project in any calendar year in excess of the amount of such taxes collected in the calendar year 2009; and
- (b) 80% of the transient occupancy taxes collected in any calendar year from the Project in excess of the amount of such taxes collected in calendar year 2009; and

(c) 95% of food and beverage sales tax collected, if any, in any calendar year from the Project.

2.02 Subject to Appropriation

Payments by the County of the Grant to the Authority shall be subject to annual appropriations by the Board of Supervisors and shall not constitute a debt or general obligation of the County. The County Administrator, or other officer responsible for preparing the County's budget, will include each year in the County's budget an appropriation of the Grant to the Authority; however, payment of the Grant shall be subject to appropriation each year by the Board of Supervisors.

2.03 Limitation on Amount

The amount of Grant paid to the Authority each year shall not exceed the Incremental Tax Revenues. Payments of the Grant shall not exceed the amount of Incremental Tax Revenues actually collected by the County.

2.04 Expiration of Grant

Payment of the Grant shall terminate on the earlier to occur of (i) payment in full of the TIF Financings or (ii) December 31, 2036.

2.05 GAP Financing

The County shall collect one percent of the local sales and use tax revenues, or an equivalent amount of other local tax revenues, generated by transactions taking place on the premises of the Project. The County shall also collect the access fee referenced in Section 1.04 herein. The County shall remit the amounts collected to the Authority on a quarterly basis. This access fee, along with returned sales taxes distributed pursuant to Section 58.1-3851.1(B)(1) of the Virginia Code, shall be used solely to make payments of principal and interest on qualified gap funding and shall continue to be paid until such gap funding is paid in full. The County shall notify the State Comptroller and the Department of Taxation when returned sales taxes are no longer subject to being remitted.

2.06 Authority's Obligations

The Authority will apply amounts received pursuant to this Agreement to the payment of the TIF Financings. The Authority agrees to assign its rights to payment of the Grant to the

lender or trustee for the TIF Financings. The Authority's obligations hereunder shall be limited to amounts paid to it by the County under this Agreement.

**ARTICLE III  
INDEMNIFICATION; PAYMENT OF EXPENSES**

The Developer shall indemnify, protect and save the County, the Authority, and each of their respective officers, directors and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs, and expenses, including reasonable attorney's fees, arising or resulting directly from the issuance of TIF Financing. The Developer agrees to pay the costs, fees and expenses of the County and the Authority, including reasonable attorney's fees, incurred by the County or the Authority in connection with this Agreement and the administration of the Grant. The indemnification arising under this Article III shall survive the termination of this Agreement.

**ARTICLE IV  
TERMINATION OF THE COUNTY'S AND THE AUTHORITY'S OBLIGATIONS**

Should any of the following circumstances occur or exist (each an "Event of Default"), the obligation of the County and the Authority to provide the Grant, as described herein, to the Developer shall cease and terminate:

- (a) The Developer fails to substantially complete construction of the Project components described in Section 1.01 within three years after the date of this Agreement;
- (b) The Developer assigns its rights without the consent of the County; or
- (c) The Developer ceases to operate or cause the Project to be operated as described herein for a period of 12 months.

The provisions of this Article IV are subject to the following limitation: if by reason of *force majeure* the Developer is unable in whole or in part to carry out this Agreement, the Developer shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of and kind of the government of the United States of America or of the Commonwealth or any of their departments, agencies or official, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission lines, pipes or canals; or any other cause or event not reasonably within the control of the Developer.

**ARTICLE V**

**TERMINATION OF AGREEMENT**

This Agreement shall terminate upon the earlier of (i) payment in full of the TIF Financing or (ii) December 31, 2036.

**ARTICLE VI  
ASSIGNMENTS**

No party shall sell or assign any interest in or obligation under this Agreement without the prior written consent of all of the parties.

**ARTICLE VII  
LIMITED OBLIGATIONS OF THE COUNTY AND THE AUTHORITY**

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE AUTHORITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY OR THE AUTHORITY WITHIN THE MEANING OF THE VIRGINIA CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY OR THE AUTHORITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. THE AUTHORITY SHALL BE UNDER NO OBLIGATION TO MAKE ANY PAYMENTS HEREUNDER EXCEPT FROM MONIES PROVIDED TO IT BY THE COUNTY PURSUANT TO THIS AGREEMENT. THE AUTHORITY SHALL BE UNDER NO OBLIGATION TO MAKE ANY INVESTIGATION OR DETERMINATION AS TO ANY MATTERS THAT WOULD CONSTITUTE AN EVENT OF DEFAULT HEREUNDER AND THE AUTHORITY SHALL BE ENTITLED TO RELY ON INSTRUCTIONS PROVIDED BY THE COUNTY AS TO SUCH MATTERS.

**ARTICLE VIII  
MISCELLANEOUS**

8.01 Governing Law

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be filed solely in the Circuit Court of Prince

Edward County, Virginia. The Developer hereby waives the right, if any, to remove any case to federal court.

8.02 Notices

- (a) All notices required or permitted to be given pursuant to this Agreement shall be effective only if the same shall be in writing and sent by first class mail with postage prepaid, return receipt requested, or by a nationally recognized next day courier service, addressed as follows:

**If to the Developer**

Prince Edward Development, LLC  
P.O. Box 385  
Farmville, Virginia 23901

**If to the County**

111 South Street  
Farmville, Virginia 23901  
Attention: County Administrator

**If to the Authority**

c/o Eric A. Tinnell, Esquire  
P.O. Box 919  
Farmville, Virginia 23901

Notice shall be deemed given when deposited with the United States Postal Service by first class mail, postage prepaid, or when received , if by next day courier delivery service.

- (b) Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

8.03 Severability

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and in lieu of such term, covenant or condition that is found to be invalid or unenforceable, a provision may be added as a part of this Agreement that is mutually agreeable to County and the Developer and is as similar to the

invalid or unenforceable term, covenant or condition as may be possible and be valid and enforceable.

8.04 Waiver

Any party to this Agreement may waive any right or remedy hereunder, if permitted by law, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either part of any of its rights hereunder, nor shall it be deemed to be a waiver of that party's rights for any subsequent or continuing breach of such provision.

8.05 Liability of Officers and Agents

No office, agent or employee of the County or the Authority shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty required by law.

8.06 Counterparts

This Agreement may be executed in several counterparts, including separate counterparts, and each shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be execute by their duly elected officers, all as of the date above written.

**PRINCE EDWARD DEVELOPMENT, LLC**

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

Robert D. Fowler, Managing Member

**COUNTY OF PRINCE EDWARD, VIRGINIA**



By: \_\_\_\_\_  
W.W. Bartlett, County Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
James R. Ennis, County Attorney

**INDUSTRIAL DEVELOPMENT AUTHORITY  
OF PRINCE EDWARD COUNTY, VIRGINIA**

By: \_\_\_\_\_  
Robert M. Showalter, Chairman

## ECONOMIC DEVELOPMENT GRANT AGREEMENT

This ECONOMIC DEVELOPMENT GRANT AGREEMENT dated as of December 16, 2009 (this "Agreement"), by and among PRINCE EDWARD DEVELOPMENT, LLC or an affiliate formed by it (the "Developer"), the COUNTY OF PRINCE EDWARD, VIRGINIA (the "County"), and the INDUSTRIAL DEVELOPMENT AUTHORITY OF PRINCE EDWARD COUNTY, VIRGINIA, (the "Authority").

### RECITALS:

The purpose of this Agreement is to describe certain obligations of the Developer and incentives to be provided by the County and the Authority to the Developer in connection with the development of hospitality and conference/training facilities in the County, to be known as the Granite Falls Inn & Conference Center (the "Project").

The County is authorized to execute and deliver this Agreement and to make the grant payments described herein to the Authority pursuant to Section 15.2-953B Code of Virginia of 1950, as amended (the "Virginia Code").

The Authority is authorized to execute and deliver this Agreement fulfill its obligations hereunder pursuant to Sections 15.2-4905(12) and (13) of the Virginia Code.

The County and the Authority anticipate numerous benefits to the County and its residents as a result of the development of the Project, including increased tax base for the County, additional employment and training opportunities, promotion of tourism, and enhanced economic strength of the County.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

### **ARTICLE I DEVELOPER'S COMMITMENTS**

In consideration of the assistance being provided by the County and the Authority under the terms of this Agreement, the Developer agrees as follows, contingent upon the Developer purchasing certain land in Prince Edward County, Virginia consisting of approximately 92 acres described on Exhibit A hereto (the "Land"). Should the Developer fail to purchase the Land within one year after the date of this Agreement or should the Developer notify the County and the Authority in writing of its intention to not acquire the Land, the obligations of the County and the Authority under this Agreement shall immediately cease and terminate.

#### 1.01. Development of Project.

The Developer agrees to acquire the Land, construct or cause to be constructed, develop or cause to be developed and operate or cause to be operated the Granite Falls Inn & Conference Center consisting of approximately 150 guestrooms, an approximately 5,000 square foot spa, an approximately 59,000 square foot conference and training center and all required public infrastructure in support thereof.

Any material changes to the Project components described above shall be made only with the prior written consent of the County. The facilities described in the paragraph above shall be substantially completed within 3 years from the date of this Agreement.

1.02. Financing of Project.

The Developer shall provide financing for all components of the Project except for the conference/training center whose financing will be provided for by the Authority and certain infrastructure whose financing will be provided for by the Granite Falls Community Development Authority. The County shall not be responsible for issuing any bonds, notes or other financing for the Project. All financings for the Project shall state clearly that such financing is not an obligation of the County and the County has no obligation for the payment of such financing. Any financings to be repaid from proceeds of the Grant (as defined below in Section 2.01) shall be referred to in this Agreement as the "TIF Financings". In the event the County enacts a food & beverage sales tax in the future, the outstanding debt issued by the Granite Falls Community Development Authority and secured by a food & beverage assessment shall be included in the definition of "TIF Financings".

1.03. Application of Grant Proceeds.

The Developer shall use proceeds of the Grant and proceeds of any TIF Financing to pay a portion of the costs of constructing, equipping, renovating or re-equipping the Project described in Section 1.01 above and shall not use any portion of the Grant or TIF Financings to pay for any other costs.

1.04. Reporting.

The Developer will provide to the County and the Authority such information as the County or the Authority may reasonably request with respect to the financing, acquisition and construction of the Project, including copies of documentation relating to the TIF Financings and a debt service schedule for the TIF Financings. The Developer will provide the County with no less than annual reports setting forth the amount and purpose of expenditures of Grant proceeds and/or TIF Financing proceeds.

**ARTICLE II  
COUNTY'S AND AUTHORITY'S COMMITMENTS**

In consideration of the benefits to the County as a result of the Developer's performance under this Agreement, the County and the Authority agree as follows:

2.01. Grant.

The County agrees to make payments to the Authority (the "Grant") of certain incremental tax revenues (the "Incremental Tax Revenues") as described below on the terms and subject to the limitations set forth in this Agreement:

- (a) 80% of the incremental increase in real estate and personal property tax revenues collected with respect to the Project in any calendar year in excess of the amount of such taxes collected in calendar year 2009; and
- (b) 80% of the transient occupancy taxes collected in any calendar year from the Project in excess of the amount of such taxes collected in calendar year 2009; and
- (c) 95% of food and beverage sales taxes collected, if any, in any calendar year from the Project.

2.02. Subject to Appropriation.

Payments by the County of the Grant to the Authority shall be subject to annual appropriation by the Board of Supervisors and shall not constitute a debt or general obligation of the County. The County Administrator, or other officer responsible for preparing the County's budget, will include each year in the County's budget an appropriation of the Grant to the Authority; however, payment of the Grant shall be subject to appropriation each fiscal year by the Board of Supervisors.

2.03. Limitation on Amount.

The amount of Grant paid to the Authority each year shall not exceed the Incremental Tax Revenues. Payments of the Grant shall not exceed the amount of Incremental Tax Revenues actually collected by the County.

2.04. Expiration of Grant.

Payment of the Grant shall terminate on the earlier to occur of (i) payment in full of the TIF Financings or (ii) December 31, 2036.

2.05. Authority's Obligations.

The Authority will apply amounts received pursuant to this Agreement to the payment of the TIF Financings. The Authority agrees to assign its rights to payment of the Grant to the lender or trustee for the TIF Financings. The Authority's obligations hereunder shall be limited to amounts paid to it by the County under this Agreement.

**ARTICLE III  
INDEMNIFICATION; PAYMENT OF EXPENSES**

The Developer shall indemnify, protect, and save the County, the Authority, and each of their respective officers, directors and employees harmless from all liability, obligations, losses,

claims, damages, actions, suits, proceedings, costs, and expenses, including reasonable attorneys' fees, arising or resulting directly from the issuance of the TIF Financing. The Developer agrees to pay the costs, fees and expenses of the County and the Authority, including reasonable attorneys' fees, incurred by the County or the Authority in connection with this Agreement and the administration of the Grant. The indemnification arising under this Article III shall survive the termination of this Agreement.

#### **ARTICLE IV TERMINATION OF THE COUNTY'S AND THE AUTHORITY'S OBLIGATIONS**

Should any of the following circumstances occur or exist (each an "Event of Default"), the obligation of the County and the Authority to provide the Grant, as described herein, to the Developer shall cease and terminate:

- (a) The Developer fails to substantially complete construction of the Project components described in Section 1.01 within three years after the date of this Agreement;
- (b) The Developer assigns its rights hereunder without the consent of the County; or
- (c) The Developer ceases to operate or cause the Project to be operated substantially as described herein for a period of 12 months.

The provisions of this Article IV are subject to the following limitation: if by reason of *force majeure* the Developer is unable in whole or in part to carry out this Agreement, the Developer shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the Commonwealth or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission lines, pipes or canals; or any other cause or event not reasonably within the control of the Developer.

#### **ARTICLE V TERMINATION OF AGREEMENT**

This Agreement shall terminate upon the earlier of (i) payment in full of the TIF Financing or (ii) December 31, 2036.

#### **ARTICLE VI ASSIGNMENTS**

No party may sell or assign any interest in or obligation under this Agreement without the prior written consent of all of the parties.

**ARTICLE VII  
LIMITED OBLIGATIONS OF THE COUNTY AND THE AUTHORITY**

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE AUTHORITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY OR THE AUTHORITY WITHIN THE MEANING OF THE VIRGINIA CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY OR THE AUTHORITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. THE AUTHORITY SHALL BE UNDER NO OBLIGATION TO MAKE ANY PAYMENTS HEREUNDER EXCEPT FROM MONIES PROVIDED TO IT BY THE COUNTY PURSUANT TO THIS AGREEMENT. THE AUTHORITY SHALL BE UNDER NO OBLIGATION TO MAKE ANY INVESTIGATION OR DETERMINATION AS TO ANY MATTERS THAT WOULD CONSTITUTE AN EVENT OF DEFAULT HEREUNDER AND THE AUTHORITY SHALL BE ENTITLED TO RELY ON INSTRUCTIONS PROVIDED BY THE COUNTY AS TO SUCH MATTERS.

**ARTICLE VIII  
MISCELLANEOUS**

8.01. Governing Law.

This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be filed solely in the Circuit Court of Prince Edward County, Virginia. The Developer hereby waives the right, if any, to remove any case to federal court.

8.02. Notices.

- (a) All notices required or permitted to be given pursuant to this Agreement shall be effective only if the same shall be in writing and sent by first class mail with postage prepaid, return receipt requested, or by a nationally recognized next day courier delivery service, addressed as follows:

**If to the Developer:**

Prince Edward Development, LLC  
P.O. Box 385  
Farmville, Virginia 23901

**If to the County:**

111 South Street  
Farmville, VA 23901  
Attention: County Administrator

**If to the Authority:**

c/o Eric A. Tinnell, Esquire  
P.O. Box 919  
Farmville, VA 23901

Notice shall be deemed given when deposited with the United States Postal Service by first class mail, postage prepaid or when received, if by next day courier delivery service.

- (b) Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

8.03. Severability.

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and in lieu of each term, covenant or condition that is found to be invalid or unenforceable, a provision may be added as a part of this Agreement that is mutually agreeable to County and the Developer and is as similar to the invalid or unenforceable term, covenant or condition as may be possible and be valid and enforceable.

8.04. Waiver.

Any party to this Agreement may waive any right or remedy hereunder, if permitted by law, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of that party's rights for any subsequent or continuing breach of such provision.

8.05. Liability of Officers and Agents.

No officer, agent, or employee of the County or the Authority shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty required by law.

8.06. Counterparts.

This Agreement may be executed in several counterparts, including separate counterparts, and each shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, all as of the date above written.


**PRINCE EDWARD DEVELOPMENT, LLC**

By:   
Robert D. Fowler, Managing Member

**COUNTY OF PRINCE EDWARD, VIRGINIA**

By:   
Wade W. Bartlett, County Administrator

APPROVED AS TO FORM:

  
James R. Ennis, County Attorney

**INDUSTRIAL DEVELOPMENT AUTHORITY  
OF PRINCE EDWARD COUNTY, VIRGINIA**

By:   
Robert M. Showalter, Chairman



**EXHIBIT A**

**DESCRIPTION OF THE LAND**

To be determined from a new plat of survey representing 94 acres, more or less, in the Farmville Magisterial District of Prince Edward County, Virginia to be purchased pursuant to a Real Estate Contract dated July 21, 2009 between the Developer and the Authority.

**ECONOMIC DEVELOPMENT GRANT AGREEMENT AMENDMENT**

THIS AGREEMENT, made as of this 15<sup>th</sup> day of January 2011, by and between **THE COUNTY OF PRINCE EDWARD, VIRGINIA** (the "County"), **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF PRINCE EDWARD COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Authority"), and **PRINCE EDWARD DEVELOPMENT, LLC**, a Delaware Limited Liability Company or an affiliate formed by it (the "Developer").

**WITNESSETH:**

WHEREAS, on the 16th day of December, 2009, the County, the Authority and the Developer entered into an Economic Development Grant Agreement for incentives to be provided the Developer in connection with the development of hospitality and conference/training facilities in the County, to be known as the Granite Falls Inn and Conference Center (the "Project"); and

WHEREAS, said Agreement required the Developer to purchase the land for the Project within one year after the date of this Agreement; and

WHEREAS, the Board of the Industrial Development Authority of Prince Edward County, Virginia, at its duly called meeting on November 1, 2010, approved certain modifications; and

WHEREAS, the Board of Supervisors of Prince Edward County, Virginia at its duly called meeting on November 16, 2010 approved certain modifications; and

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, the sufficiency of which is hereby acknowledged, the parties agree to amend the Economic Development Grant Agreement dated December 16, 2009 as follows:

**ARTICLE I: DEVELOPER'S COMMITMENTS**

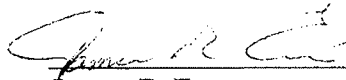
In consideration of the assistance being provided by the County and the Authority under the terms of this Agreement, the Developer agrees as follows, contingent upon the Developer purchasing certain land in Prince Edward County, Virginia consisting of approximately 92 acres described on Exhibit A hereto (the "Land"). Should the Developer fail to purchase the Land by January 16, 2012 or should the Developer notify the County and the Authority in writing of its intention to not acquire the Land, the obligations of the County and the Authority under this Agreement shall immediately cease and terminate.

*All remaining terms and conditions of the original agreement dated December 16, 2009 not expressly modified herein shall remain in full force and effect.*

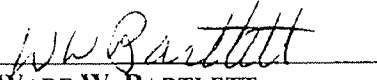
**ECONOMIC DEVELOPMENT GRANT AGREEMENT AMENDMENT  
PAGE TWO**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date hereinbefore indicated.

Approved As To Form:

  
\_\_\_\_\_  
**JAMES R. ENNIS**  
COUNTY ATTORNEY

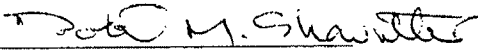
**COUNTY OF PRINCE EDWARD, VIRGINIA**

By:   
\_\_\_\_\_  
**WADE W. BARTLETT,**  
Its County Administrator, duly authorized.

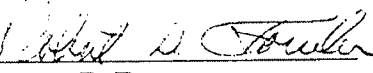
Approved As To Form:

  
\_\_\_\_\_  
**ERIC A. TINNELL**  
AUTHORITY ATTORNEY

**INDUSTRIAL DEVELOPMENT AUTHORITY  
OF PRINCE EDWARD COUNTY, VIRGINIA**

By:   
\_\_\_\_\_  
**ROBERT M. SHOWALTER**  
Its Chairman, duly authorized.

**PRINCE EDWARD DEVELOPMENT, LLC**  
a Delaware Limited Liability Company

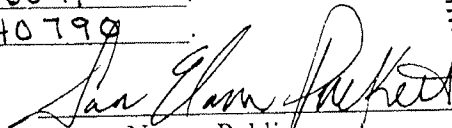
By:   
\_\_\_\_\_  
**ROBERT D. FOWLER**  
Its Manager, duly authorized.

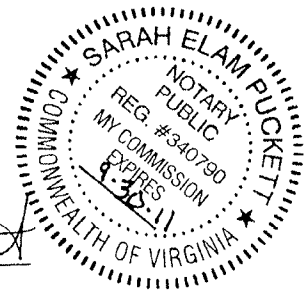
**COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE EDWARD TO-WIT:**

I, the undersigned, a notary public in and for the jurisdiction aforesaid, do hereby certify that WADE W. BARTLETT, whose name, as county administrator of PRINCE EDWARD COUNTY, VIRGINIA is signed to the foregoing document, has acknowledged the same before me in my jurisdiction aforesaid on its behalf.

Given under my hand this 12 day of JANUARY, 2011.

My commission expires on 9-30-11.  
Notary Registration Number: 340799.

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



**ECONOMIC DEVELOPMENT GRANT AGREEMENT AMENDMENT  
PAGE THREE**

**COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE EDWARD TO-WIT:**

I, the undersigned, a notary public in and for the jurisdiction aforesaid, do hereby certify that ROBERT M. SHOWALTER, whose name, as chairman of the INDUSTRIAL DEVELOPMENT AUTHORITY OF PRINCE EDWARD COUNTY, VIRGINIA is signed to the foregoing document, has acknowledged the same before me in my jurisdiction aforesaid on its behalf.

Given under my hand this 19 day of January, 2011.

My commission expires on 2-28-11.  
Notary Registration Number: 265820.

Robert M. Showalter  
Notary Public

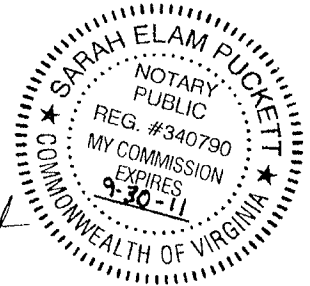
**COMMONWEALTH OF VIRGINIA  
COUNTY OF PRINCE EDWARD TO-WIT:**

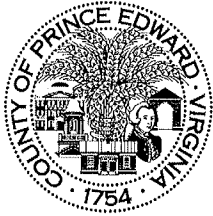
I, the undersigned, a notary public in and for the jurisdiction aforesaid, do hereby certify that ROBERT D. FOWLER, whose name, as manager of PRINCE EDWARD DEVELOPMENT, LLC, a Delaware Limited Liability Company, is signed to the foregoing document, has acknowledged the same before me in my jurisdiction aforesaid on its behalf.

Given under my hand this 12<sup>th</sup> day of JANUARY, 2011.

My commission expires on 9-30-11.  
Notary Registration Number: 340790.

Sarah Elam Puckett  
Notary Public





County of Prince Edward  
Board of Supervisors  
Agenda Summary

Meeting Date: January 10, 2012  
Item No.: 30  
Department: County Administration  
Staff Contact: W.W. Bartlett/Sarah Elam Puckett  
Issue: Correspondence/Informational

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Summary:

Attachments: Letter from Governor, RE: Drought Disaster

Recommendation: None.

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Campbell \_\_\_\_\_  
Gantt \_\_\_\_\_  
Simpson \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Jones \_\_\_\_\_  
Wilck \_\_\_\_\_

Fore \_\_\_\_\_  
McKay \_\_\_\_\_



# COMMONWEALTH of VIRGINIA

## Office of the Governor

Todd P. Haymore  
Secretary of Agriculture and Forestry

January 3, 2012

Mr. W.W. Bartlett  
County Administrator  
County of Prince Edward  
P.O. Box 382  
Farmville, VA 23901

Dear Mr. Bartlett:

Thank you for sending Governor McDonnell the resolution adopted by the County of Prince Edward Board of Supervisors requesting disaster designation due to insufficient rainfall and high temperatures during the months of June and July 2011.

At the Governor's request, I am coordinating a review of the damages experienced by Prince Edward County and have asked that the Commissioner of Agriculture and Consumer Services work with officials of the United States Department of Agriculture's Farm Service Agency in Virginia to obtain a formal, up-to-date report of agricultural damages experienced by Prince Edward County. The Governor will need to present this official loss assessment report when seeking a federal disaster designation for your locality. I will share with you any correspondence our office sends to the United States Secretary of Agriculture on behalf of Prince Edward County.

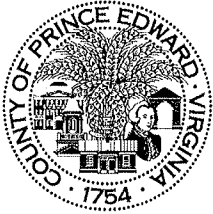
Thank you again for bringing your county's agricultural emergency to our attention.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Haymore", with a long horizontal flourish extending to the right.

Todd P. Haymore  
Secretary of Agriculture and Forestry

cc: The Honorable Marla Graff Decker, Secretary of Public Safety  
Julia Hammond, Office of the Governor  
Matt Lohr, Commissioner, Virginia Department of Agriculture and Consumer Services  
Michael M. Cline, State Coordinator, Department of Emergency Management



County of Prince Edward  
Board of Supervisors  
Agenda Summary

Meeting Date: January 10, 2012  
Item No.: 31  
Department: County Administration  
Staff Contact: W.W. Bartlett/Sarah Puckett  
Issue: Monthly Reports - Addendum

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Summary:

Attachments:

- a. PERT

Recommendation: Acceptance.

Motion \_\_\_\_\_  
Second \_\_\_\_\_

Campbell \_\_\_\_\_  
Gantt \_\_\_\_\_  
Simpson \_\_\_\_\_

Cooper-Jones \_\_\_\_\_  
Jones \_\_\_\_\_  
Wilck \_\_\_\_\_

Fore \_\_\_\_\_  
McKay \_\_\_\_\_

**PERT RIDERSHIP  
MONTH OF DECEMBER 2011**

<b>WEEK</b>	<b>DATE</b>	<b>PASSENGER COUNT</b>	<b>BUS LINE</b>
Thursday	1	12	
Friday	2	21	GREEN
Monday	5	15	ORANGE
Tuesday	6	25	GREEN
Wednesday	7	25	ORANGE
Thursday	8	17	ORANGE
Friday	9	20	GREEN
Monday	12	12	ORANGE
Tuesday	13	22	GREEN
Wednesday	14	11	ORANGE
Thursday	15	15	ORANGE
Friday	16	17	GREEN
Monday	19	6	ORANGE
Tuesday	20	31	GREEN
Wednesday	21	15	ORANGE
Thursday	22	5	ORANGE
Friday	23	11	GREEN
Monday	26	4	ORANGE
Tuesday	27	14	GREEN
Wednesday	28	11	ORANGE
Thursday	29	6	ORANGE
Friday	30	15	GREEN
			ORANGE
<b>TOTAL</b>		<b>330</b>	

**BUS LINE**

**ROUTE**

**DAYS OF OPERATION**

GREEN

Prospect / Pamplin

Mondays & Thursdays

ORANGE

Meherrin / Green Bay

Tuesdays, Wednesdays, & Fridays