



# **Appomattox Workshop Meeting Agenda**

Appomattox Municipal Building, 210 Linden Street, Appomattox, Virginia 24522

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**Tuesday, June 23, 2020**

## **6:00 PM – Workshop Meeting**

(Location: Appomattox Municipal Building, 210 Linden Street, Appomattox, Virginia 24522)

### **Call to Order**

### **Administer Oath of Office for newly elected Mayor & Council Members**

1. Honorable Janet A. Hix, Appomattox County Circuit Court Clerk

### **Presentation of Plaques**

2. Paul D. Harvey, Steven T. Conner and James J. Boyce, Sr.

### **Public Hearing**

3. Notice of Public Hearing Under Section 15.2-2606 Code of Virginia of Proposed Issuance of Town of Appomattox \$3,780,000 Wastewater System Improvement Revenue Bond, Series 2020.

### **Action Items**

4. Consideration to adopt a Resolution authorizing the issuance, sale and award of an up to \$3,780,000.00 Wastewater System Improvement Revenue Bond, Series 2020 and providing for the form, details, and payment thereof
5. Consideration to adopt an Appropriations Resolution of the Appomattox Town Council adopting the Fiscal Year 2020-2021 Budget for the Town of Appomattox, Virginia.
6. Consideration to adopt a Resolution amending the FY 2020 Operating Budget for payment to the Economic Development Authority for the 2020 Business License Stimulus Refund.
7. Consideration to adopt a Resolution amending the FY 2020 Operating Budget for the General Fund to subsidize the reduction of the utility rates by 25% for the April and May 2020 billing periods.

## **Discussion Items**

- [8.](#) An ordinance to amend and re-enact the Code of the town of Appomattox, by adding thereto a new section numbered 10-9, relating to the declaration of curfews in times of emergency.
- [9.](#) Consideration to authorize the Mayor to execute the proposed Lease Agreement with the Appomattox County Chamber of Commerce for office space in the train depot at 214 Main Street.
10. Discussion of a proposal to manage the grant application for the Church Street Waterline Replacement Project.

## **Council Comments**

## **Council Standing Committee Reports**

## **Staff Reports**

## **Adjournment**

**File Attachments for Item:**

4. Consideration to adopt a Resolution authorizing the issuance, sale and award of an up to \$3,780,000.00 Wastewater System Improvement Revenue Bond, Series 2020 and providing for the form, details, and payment thereof

**A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND AWARD OF AN UP TO \$3,780,000.00 WASTEWATER SYSTEM IMPROVEMENT REVENUE BOND, SERIES 2020 AND PROVIDING FOR THE FORM, DETAILS AND PAYMENT THEREOF**

WHEREAS, the Town of Appomattox, Virginia (the “Town”), is a public body politic and corporate of the Commonwealth of Virginia duly created under charter by Order of the Circuit Court of Appomattox County, Virginia, dated June 2, 1925; and

WHEREAS, the Town has determined to acquire, construct and improve its wastewater reclamation facility on Ethel Street in the Town and to finance such in part through the issuance of its revenue bond (the “Project”);

WHEREAS, the United States of America acting through the Rural Utilities Service (the “Government”), has offered to purchase the Town’s up to \$3,780,000.00 Wastewater System Improvement Revenue Bond, Series 2020, bearing interest at the rate and on the terms and conditions otherwise described in Section 2.2 below (the “Bond”) and to further provide Rural Development Grants not to exceed \$1,879,000 and \$3,501,000 (the “Grants”) on the terms described in a Letter of Conditions, dated April 29, 2015, as amended July 17, 2018, attached hereto as Exhibit A (the “Letter of Conditions”) for a total project cost of \$9,160,000; and

WHEREAS, the Town has determined to satisfy the terms of the Letter of Conditions and award the Bond to the Government, and to accept the Grants;

NOW, THEREFORE, BE IT RESOLVED BY TOWN COUNCIL OF THE TOWN OF APPOMATTOX, VIRGINIA:

**ARTICLE 1  
AUTHORIZATION OF PROJECT**

Section 1.1 The Project: In order to improve the Town’s waste water reclamation facility located in Ethel Street serving the citizens of the Town, the acquisition, construction and improvement of the Project has been duly authorized by Loan Resolution (RUS Bulletin 1780-27) of the Town Council, dated August 10, 2015, a copy of which is attached hereto as Exhibit B and which is hereby ratified, confirmed and approved. The Town hereby ratifies confirms and approves the RUS Grant Agreements (RUS Bulletin 1780-12), a copies of which are on file with the Town.

**ARTICLE 2  
AUTHORIZATION, FORM, EXECUTION, DELIVERY,  
REGISTRATION AND PREPAYMENT OF BONDS**

Section 2.1 Authorization of Bond; Acceptance of Grants: There is hereby authorized to be issued the revenue bond of the Town in the principal amount of up to \$3,780,000.00 to provide funds to finance the Project. The Bond shall be designated “Town of

Appomattox, Virginia \$3,780,000.00 Wastewater System Improvement Revenue Bond, Series 2020” and shall be sold to the Government upon the terms set forth in the Letter of Conditions. The acceptance of the Grants is hereby approved. The proceeds from the issuance and sale of the Bond and the Grants shall be used to pay the costs of the Project.

Section 2.2     Details of Bond: The Bond shall be issued as follows:

(a)     A single fully registered bond without coupons in the denomination of \$3,780,000.00, registered in the name of United States of America, Rural Utilities Service, which shall be numbered R-1, shall be dated the date upon which the Bond is delivered to the Government upon payment of the purchase price (the “Closing Date”) and shall bear interest at the rate not to exceed Two and One Eighth (2.125%) Per Cent per year on the unpaid principal balance; provided, however, that should the Government offer a lower rate of interest on the Bond, such lower rate shall be conclusively accepted by the Town, including the associated lower installment amount for payment thereof, it being the intent of the Town to obtain to lowest cost of borrowed funds for the permanent financing for the Project. The Bond shall be in substantially the form set forth on Exhibit C hereto.

(b)     Interest only shall be payable during the first twenty-four (24) months thereof and shall be payable annually on the first and second anniversary dates thereof. Thereafter the Bond shall provide for monthly payment of combined principal and interest beginning twenty five (25) months following the Closing Date and continuing each month thereafter for a period of 455 months until paid. If not sooner paid, the final installment shall be due and payable 480 months from the Closing Date. The payment of every installment shall be applied first to interest accrued to the payment date and then to principal. In the event the Closing Date occurs on the 29th, 30th or 31st day of a month, the installment payment date shall be the 28th day of the month.

(c)     Installments shall be payable in lawful money of the United States of America in accordance with the Preauthorized Debit System described in the Letter of Conditions at such address as shall be provided from time to time by the registered owner, except that the final installment shall be payable upon presentation and surrender of the Bond at the office of the Registrar.

Section 2.3     Execution of Bond: The Bond shall be signed by the Mayor of the Town and countersigned by its Clerk and its seal shall be affixed thereto. The Mayor is expressly authorized and directed to finally determine and approve the details of the Bond except that (a) the maximum principal shall not exceed \$3,708,000 (b) the maximum interest rate shall not exceed 2.125% per annum and (c) the final maturity date shall be a date no later than forty (40) years from the date of issuance. Such determination and the execution and delivery of the Bond on the closing date and delivery to the Government shall constitute conclusive evidence of approval and no further action by the Town shall be required.

Section 2.4     Registration and Exchange of Bond: The Treasurer of the Town is hereby appointed Registrar. Transfer of the Bond may be registered upon books maintained for that purpose at the office of the Registrar. The initial address of the registered owner of the Bond shall be Finance Office, USDA Rural Development, 1520 Market Street, St. Louis, Missouri 63103-

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2696. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner. The Bond shall initially be registered in the name of Rural Utilities Service with an address of 1520 Market Street, St. Louis, Missouri 63103-2696.

Section 2.5 Delivery of Bond: The Mayor and the Clerk are hereby authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver the Bond to the Government upon payment therefor. The Mayor and the Clerk are further authorized and directed to agree to and comply with, on behalf of the Town, any and all further conditions and requirements of the Government not inconsistent with this resolution in connection with its purchase of the Bond.

Section 2.6 Prepayment of Bond: Installments of principal due on the Bond may be prepaid at the option of the Town at any time as a whole or in part from time to time (and if in part in inverse order of their maturities), without premium, from any source. Prepayments of installments of principal shall not affect the obligation of the Town to pay the remaining installments payable as provided in Section 2.2.

### ARTICLE 3 REVENUES AND FUNDS; BOND PROCEEDS; RESERVE

Section 3.1 Revenue Fund: All rates, fees and other charges or other revenue derived from the ownership or operation of the Town's wastewater system (the "System") shall be collected and, so far as may be practicable, deposited not less frequently than weekly in a special account designated the Revenue Fund. Moneys on deposit in the Revenue Fund shall be used only in the manner and priority set out below.

Section 3.2 Rates and Charges: The Town covenants that it shall establish and collect rates and charges with respect to the System sufficient to pay the principal of and interest on the Bond. Further, as required under the Letter of Conditions, the Town hereby approves and confirms that a Ten Percent (10%) penalty shall be assessed on all user accounts with respect to the System that are not paid, in full, within twenty (20) days from the date of billing therefor. To the fullest extent allowed under Virginia law, the Town shall discontinue service to any user if such billing invoice is not paid within sixty (60) days after the due date thereof, and further, such service shall not be restored until all past charges have been paid and all accrued penalties, including a reconnection charge, have been paid to the Town, in full.

Section 3.3 Debt Service Fund: Each month the Town shall transfer from the Revenue Fund to a separate account designated the Debt Service Fund an amount equal to the installments of interest, or principal and interest, as the case may be, coming due on the Bond that month. If there should be insufficient moneys in the Revenue Fund for this purpose, the deficit shall be added to the required payment for the month or months next ensuing until such deficit is eliminated. When the balance in the Debt Service Fund equals the principal of and interest on the Bond then outstanding to its maturity, no further transfers to the Debt Service Fund shall be

required. The Town shall pay installments of principal and interest on the Bond as the same become due from the Debt Service Fund.

Section 3.4. Debt Service Reserve Fund: Following the transfer required in Section 3.3 above, each month, beginning with the month of the first payment of principal and interest on the Bond, the Town shall transfer from the Revenue Fund to a separate account designated the Debt Service Reserve Fund, as a reserve against the payment of principal and interest on the Bond and operation and maintenance of the Project, an amount equal to Ten Percent (10%) of the amount of the monthly installment of principal and interest coming due that month. Thereafter, so long as the Debt Service Reserve Fund maintains a balance of at least an amount that is equal to the maximum annual debt service on the Bond that shall be due and payable by the Town, and additional reserve deposits shall be established and maintained as required under the Letter of Conditions, such monies may be used by the Town from time to time upon notice to and consent therefore by the Government, which consent shall not be unreasonably withheld.

Section 3.5 Balance in Revenue Fund: Any balance remaining in the Revenue Fund each month, after making the transfers required by Section 3.3 and 3.4 may be used by the Town for any lawful purpose.

Section 3.6 Pledge of Revenues:

(a) All revenues and receipts derived by the Town from the use of and services furnished by the System (the "Revenues") and all moneys in the Revenue Fund, the Debt Service Fund and Debt Service Reserve Fund are hereby pledged to the payment and performance of the Town's obligations on the Bond, subject to the rights of the Town to use the Revenues for the operation and maintenance expenses of the System, as provided herein.

(b) The pledge of Revenues pursuant to this Resolution with respect to the Bond and shall be valid and binding from and after the Closing Date. The Revenues, as received by the Town, shall be immediately subject to the lien of such pledge without any physical delivery of them or further act. Such pledge of the Revenues to secure the payment and performance of the Town's obligations under the Bond shall have priority over all obligations and liabilities of the Town. The lien of this pledge of the Revenues with respect to the Bond shall be valid and binding against all parties having claims against the Town regardless of whether such parties have notice thereof.

**NONE OF THE TOWN, THE COMMONWEALTH OF VIRGINIA, NOR THE COUNTY OF APPOMATTOX NOR ANY OTHER POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRGINIA, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE BOND OR ANY OTHER COSTS INCIDENT THERETO OR TO FUND THE DEBT SERVICE RESERVE FUND, INCLUDING ANY OTHER ADDITIONAL PAYMENTS UNDER THE LETTER OF CONDITIONS, IF ANY, EXCEPT FROM THE REVENUES AND OTHER SECURITY PLEDGED THEREFOR BY THE TOWN, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BOND OR OTHER COSTS INCIDENT THERETO OR TO FUND THE DEBT SERVICE RESERVE**

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**FUND, INCLUDING ANY OTHER ADDITIONAL PAYMENTS UNDER THE LETTER OF CONDITIONS, IF ANY. NEITHER THE BOND NOR THE OBLIGATIONS OF THE TOWN UNDER THE LETTER OF CONDITIONS OR THIS BOND RESOLUTION CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE COMMONWEALTH OF VIRGINIA, THE TOWN, OR ANY OTHER POLITICAL SUBDIVISION OF THE COMMONWEALTH OF VIRIGNIA.**

Section 3.7     Construction Fund; Account Pledge: All amounts from the proceeds of the Bond shall be deposited in a separate account with a qualifying depository designated the Construction Account and shall be used solely for the purpose of paying authorized costs of the Project. All amounts in the Construction Fund are hereby pledged to secure the payment of principal and interest on the Bond.

#### ARTICLE 4 SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 4.1     Security for Deposits: All moneys on deposit with any bank or trust company shall be secured for the benefit of the Town and the holder of the Bond in the manner required by the Virginia Security for Public Deposits Act (Chapter 44, Title 2.2, Code of Virginia of 1950, as amended) or any successor provision of law.

#### ARTICLE 5 MISCELLANEOUS

Section 5.1     Contract with Bondholder: The provisions of this resolution shall constitute a contract between the Town and the holder of the Bond for so long as the Bond and interest thereon are outstanding.

Section 5.2     Town Officers and Agents: The officers and agents of the Town shall do all acts and things required of them by this resolution, the Bond and the Virginia Public Finance Act (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) for the complete and punctual performance of all the terms, covenants and agreements contained therein.

Section 5.3     Limitation of Rights: Nothing expressed or mentioned in or to be implied from this resolution or the Bond is intended or shall be construed to give to any person or company other than the parties hereto and the holder of the Bond any legal or equitable right, remedy or claim under or in respect to this resolution or any covenants, conditions and agreements herein contained; this resolution and all of the covenants, conditions and agreements hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holder of the Bond as herein provided.

Section 5.4     Limitation of Liability of Officials of Town: No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of a present or future member, officer, employee or agent of the Town in his individual capacity, and



neither the members of the Town Council nor any officer thereof executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him pursuant to this resolution or the Virginia Public Finance Act (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended), provided he acts in good faith.

Section 5.5 Conditions Precedent: Upon the issuance of any Bond all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this resolution to have happened, exist and to have been performed precedent to or in the issuance of such Bond shall have happened, exist and have been performed.

Section 5.6 Series Designation: In the event the Bond are not issued during calendar year 2020, the Mayor and Clerk of the Town are hereby authorized and directed to change the series designation to such other year as may be appropriate at the time of their issuance. Thereafter all references in this resolution to the Bond shall be deemed to refer to the revenue Bond issued pursuant to Article 3 under their new series.

Section 5.7 Repeal of Resolutions in Conflict: All other resolutions, or parts thereof, in conflict with this resolution are hereby repealed except for such resolutions as may have been adopted by the Town at the specific request of the Government as a condition to its purchase of the Bond.

Section 5.8. Reserves; Audit Requirements, Accounts and Records. The establishment, funding and maintenance of reserves as required by the Government as described in the Letter of Conditions are hereby authorized and approved. The Mayor and Clerk are hereby authorized and directed to coordinate with the Town's outside auditors in order for the Town to satisfy (and otherwise comply with) the audit requirements and any other accounting and financial reporting terms and conditions as set forth in the Letter of Conditions.

Section 5.9 Successors and Assigns: All the covenants, stipulations, promises and agreements of the Town contained in this resolution shall bind and inure to the benefit of its successors and assigns, whether so expressed or not.

Section 5.10 Headings: Any headings in this resolution are solely for convenience of reference and shall not constitute a part of the resolution nor shall they affect its meaning, construction or effect.

Section 5.11 Severability: If any court of competent jurisdiction shall hold any provision of this resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

Section 5.12 Filing of Bond Resolution. The Mayor or Clerk Council, either of whom may act, any other appropriate representative or agent of the Town, is hereby authorized and directed to see to the filing of a certified copy of this resolution in the Office of the Clerk of the Circuit Court of the County of Appomattox.

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Section 5.13 Effective Date: This resolution shall take effect immediately. The Clerk of the Town is hereby authorized and directed to file a certified copy of this resolution in the office of the Town.

This Resolution was passed by a vote of the Appomattox Town Council on the 23rd day of June, 2020.

\_\_\_\_\_  
Mayor, Town of Appomattox

(SEAL)

ATTEST:

\_\_\_\_\_  
Clerk of Council

Exhibit A: Letter of Conditions

Exhibit B: RUS Bulletin 1780-27, Loan Resolution

Exhibit C: Form of Bond

**CERTIFICATE OF VOTES**

The undersigned hereby certifies that the foregoing constitutes a true and correct copy of the foregoing Bond Resolution, duly adopted by the members of the Appomattox Town Council by a roll call vote at a regular meeting duly held and called on the date hereof, as follows:

Name	Aye	Nay	Abstain	Absent

EXHIBIT A  
LETTER OF CONDITIONS

EXHIBIT B  
LOAN RESOLUTION  
RUS 1780-27

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EXHIBIT C TO RESOLUTION OF  
TOWN OF APPOMATTOX  
Dated \_\_\_\_\_, 2020

No. R-1

\$3,780,000.00

UNITED STATES OF AMERICA  
COMMONWEALTH OF VIRGINIA  
TOWN OF APPOMATTOX  
WASTEWATER SYSTEM IMPROVEMENT REVENUE BOND,  
SERIES 2020

The Town of Appomattox (the “Town”), a public body politic and corporate of the Commonwealth of Virginia duly created under charter by Order of the Circuit Court of Appomattox County, Virginia, dated June 2, 1925, for value received, hereby promises to pay to the United States of America, Rural Utilities Service, (the “Government”), or registered assigns, the principal sum of

THREE MILLION SEVEN HUNDRED AND EIGHTY THOUSAND DOLLARS  
(\$3,780,000.00)

and to pay to the registered owner hereof interest on the unpaid principal from the date hereof until payment of the entire principal sum at the rate of Two and One Eighth Percent (2.125 %) per year. Interest only shall be payable during the first twenty-four (24) months hereof and shall be payable annually on the first and second anniversary dates hereof. Thereafter monthly payments of combined principal and interest of Twelve Thousand Ninety Six (\$12,096.00) Dollars and No Cents shall be payable beginning on the twenty fifth (25<sup>th</sup>) month from the date hereof and continuing monthly thereafter for Four Hundred Fifty Five (455) consecutive months thereafter until the principal of this bond is paid in full, each installment to be applied first to interest accrued to such payment date and then to principal. The final installment, if not sooner paid, of all amounts owed hereunder shall be due and payable Four Hundred Eighty (480) months from the date hereof. Such installments shall be payable in lawful money of the United States of America by pre-authorized electronic debit for the account of the registered owner of the Bond at such address as shall be provided from time to time by the registered owner, except that the final installment shall be payable upon presentation and surrender hereof at the office of the Registrar.

Amounts shall be advanced against this bond as requested by the Town and approved by the Government and the Town agrees to use the proceeds of advances solely for the purposes authorized by the Government.

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This bond has been authorized by a resolution adopted by the Town Council on June 23, 2020 (the “Bond Resolution”), and is issued pursuant to the Charter and the Virginia Public Finance Act (Chapter 26, Title 15.2, Code of Virginia of 1950, as amended) to provide funds to finance improvements to the Town’s wastewater system. A copy of the Bond Resolution is on file at the Town Hall, Appomattox, Virginia. Reference is hereby made to the Bond Resolution and any amendments thereto for the provisions, among others, describing the pledge and covenants securing the bond, the nature and extent of the security, the terms and conditions upon which the bond is issued, the rights and obligations of the Town and the rights of the bondholder.

All revenues derived by the Town from its wastewater system are hereby pledged to the payment of the principal of and interest on the bond.

Installments of principal due on this bond may be prepaid at the option of the Town at any time as a whole or in part from time to time (but if in part, in inverse order of their maturities), without premium. Prepayments of installments of principal shall not affect the obligation of the Town to pay the remaining installments payable as provided above.

This bond is fully registered as to both principal and interest. Transfer of this bond may be registered upon books maintained for that purpose by the Registrar. Prior to due presentment for registration of transfer the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner.

Any amount expended or advanced by the Government for the collection hereof or to protect any security therefor, at the option of the Government, shall become a part of and bear interest at the same rate as the principal hereof and be immediately due and payable by the Town to the Government without demand.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed.

IN WITNESS WHEREOF, the Town has caused this bond to be signed by its Mayor, to be countersigned by its Clerk, its seal to be affixed hereto and this bond to be dated \_\_\_\_\_ 2020.

(CORPORATE SEAL)

ATTEST:

TOWN OF APPOMATTOX,  
VIRGINIA

\_\_\_\_\_  
Clerk, Town of Appomattox

\_\_\_\_\_  
Mayor, Town of Appomattox



### TRANSFER OF BOND

Transfer of this bond may be registered by the registered owner or his duly authorized attorney upon presentation hereof to the Registrar who shall make note of such transfer in books kept by the Registrar for that purpose and in the registration blank below.

**Date of  
Registration**

\_\_\_\_\_2020

**Name of  
Registered Owner**

United States of America  
Rural Utilities Service

**Signature  
of Registrar**

\_\_\_\_\_

**RECORD OF ADVANCES**

AMOUNT	DATE	AMOUNT	DATE
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**File Attachments for Item:**

5. Consideration to adopt an Appropriations Resolution of the Appomattox Town Council adopting the Fiscal Year 2020-2021 Budget for the Town of Appomattox, Virginia.

**AN APPROPRIATIONS RESOLUTION OF THE APPOMATTOX TOWN  
COUNCIL ADOPTING THE FISCAL YEAR 2020-2021 BUDGET FOR THE  
TOWN OF APPOMATTOX, VA.**

**SECTION I:**

WHEREAS, Section 5-72, Appomattox Town Code and Section 15.2-2503, Code of Virginia, require that the governing body shall approve the budget and fix a tax rate for the budget year no later than the date on which fiscal year begins; and,

**SECTION II:**

WHEREAS, the proposed Fiscal Year 2020-2021 Budget was published on May 27, 2020 in the *Times-Virginian*, Appomattox, Virginia, pursuant to Section 15.2-2506, Code of Virginia, and public hearing was subsequently held on the proposed budget on Monday, June 8, 2020;

**SECTION III:**

NOW, THEREFORE, BE IT RESOLVED, that the Appomattox Town Council meeting in a Workshop Session on June 23, 2020, does hereby approve the following General Fund Expenditures by Category for Fiscal Year 2020-2021;

**GENERAL FUND; EXPENDITURES BY CATEGORY:**

Council	44,700.
Administrative Department	516,404.
Professional	118,000.
Police Department	94,644.
Tourism Department	75,700.
Fire Department	281,000.
Public Works Department	934,312.
Sanitation Department	150,000.
Property Maintenance & Construction	1,030,673.
Town Shop	36,250.
Donation/Contributions	10,000.
Zoning	7,000.
Town Office	27,100.
<b>TOTAL GENERAL FUND EXPENSES</b>	<b>3,325,783.</b>

#### **SECTION IV:**

BE IT FURTHER RESOLVED, that the Appomattox Town Council hereby establishes the property tax rate at \$.11 per \$100.00 of assessed value for real estate, \$.55 per \$100.00 of assessed value for personal property, \$.55 per \$100.00 of assessed value for machinery and tools, and \$.11 per \$100.00 of assessed value for mobile homes; and,

BE IT FURTHER RESOLVED, in accordance with the requirements set forth in Section 58.1-3524(C)(2) and Section 58.1-3912(E) of the Code of Virginia, as amended by Chapter 1 of the Acts of Assembly (2004 Special Session 1) and as set forth in Item 503.E (Personal Property Tax Relief Program) of Chapter 951 of the 2005 Acts of Assembly any qualifying vehicle situated within the Town commencing January 1, 2020, shall receive personal property tax relief in the following manner:

- Personal use vehicles valued at \$1,000 or less will be eligible for 100% tax relief;
- Personal use vehicles valued at \$1,001 to \$20,000 will be eligible for 56.25% tax relief;
- Personal use vehicles valued at \$20,001 or more shall only receive 56.25% tax relief on the first \$20,000 of value; and
- All other vehicles which do not meet the definition of "qualifying" (business use vehicles, farm use vehicles, motor homes, etc.) will not be eligible for any form of tax relief under this program.

#### **SECTION V:**

BE IT FURTHER RESOLVED, that the Appomattox Town Council does hereby approve the following General Fund revenue estimates for Fiscal Year 2020-2021;

#### **GENERAL FUND; REVENUES BY CATEGORY:**

Current Taxes – Real Estate	155,000.
Current Taxes – Personal Property	70,000.
Delinquent Taxes	3,000.
Penalties & Interest	5,000.
Public Service Corporation	6,000.
Bank Stock Tax	140,000.
Cigarette Tax	130,000.
Meals Tax	770,000.
Lodging Tax	40,000.
Franchise Tax	3,000.
Consumption Tax	6,000.
Vehicle License Tax	25,000.
Business License	150,000.

Communications Tax	6,500.
Zoning	1,000.
Interest	10,000.
Rental of Misc. Property	9,000.
Motor Vehicle Tax	3,500.
Sales Tax	60,000.
Aid to Police Department (HB599)	44,000.
Fire Programs	10,000.
Personal Prop Tax Relief Act State Funds	23,107.
Visitor Center	400.
Mobile Home Titling Tax	500.
Miscellaneous	1,000.
Grants	700,000.
Town DMV Fees	3,000.
Meadowlark Program Grant Revenue	53,473.
Meadowlark Program Income	2,920.
Other Reimbursable	500.
Transfer from Reserve	893,883.
<b>TOTAL GENERAL FUND REVENUES</b>	<b>3,325,783.</b>

#### **SECTION VI:**

BE IT FURTHER RESOLVED, that the Appomattox Town Council does hereby approve the following Water Fund Expenditures for Fiscal Year 2020-2021;

#### **WATER FUND; EXPENDITURES BY CATEGORY:**

Water Department	623,277.
<b>TOTAL WATER EXPENDITURES</b>	<b>623,277.</b>

#### **SECTION VII:**

BE IT FURTHER RESOLVED, that the Appomattox Town Council does hereby approve the following Water Fund Revenue estimates for Fiscal Year 2020-2021;

#### **WATER FUND; REVENUES BY CATEGORY:**

Water Sales	350,000.
Connection Fees	7,500.
Penalty Fees	15,000.
Availability Fees	10,000.
Reconnect Fees	4,000.
Miscellaneous	500.
Interest	4,000.
Credit Card Fees	3,000.
Rental of Misc. Property	35,000.
Intergovernmental Revenue	25,000.
Use of Fund Balance	169,277.

**TOTAL WATER REVENUES** **623,277.**

**SECTION VIII:**

BE IT FURTHER RESOLVED, that the Appomattox Town Council does hereby approve the following Sewer Fund Expenditures for Fiscal Year 2020-2021;

**SEWER FUND; EXPENDITURES BY CATEGORY:**

Sewer Department	1,032,689.
<b>TOTAL SEWER EXPENDITURES</b>	<b>1,032,689.</b>

**SECTION IX:**

BE IT FURTHER RESOLVED, that the Appomattox Town Council does hereby approve the following Sewer Fund Revenue estimates for the Fiscal Year 2020-2021;

**SEWER FUND; REVENUES BY CATEGORY:**

Sewer Sales	850,000.
Connection Fees	2,500.
Availability Fees	7,500.
County Reimbursement SBR & IDA PS	76,573.
Park Service Maintenance	1,800.
Interest	3,500.
Intergovernmental Revenue	1,700.
Use of Beginning Balance	89,116.
<b>TOTAL SEWER REVENUES</b>	<b>1,032,689.</b>

**SECTION X:**

BE IT FURTHER RESOLVED, that the Appomattox Town Council does hereby approve the following Internal Service Fund Expenditures for Fiscal Year 2020-2021;

**INTERNAL SERVICE FUND; EXPENDITURES BY CATEGORY:**

Internal Service Department	138,700.
<b>TOTAL INTERNAL SERVICE FUND EXPENDITURE</b>	<b>138,700.</b>

**SECTION XI:**

BE IT FURTHER RESOLVED, that the Appomattox Town Council does hereby approve the following Internal Service Fund Revenue estimates for the Fiscal Year 2020-2021;

**INTERNAL SERVICE FUND; REVENUE BY CATEGORY:**

Reserves	138,700.
<b>TOTAL INTERNAL SERVICE REVENUE</b>	<b>138,700.</b>

**SECTION XII:**

The salaries, wages and allowances set out in said Budget are hereby authorized as per the terms of the town's classification and merit system as approved compensation for officers and employees for services rendered, unless hereafter otherwise provided by ordinance; provided however, that the Town Manager is authorized to make such rearrangement of positions in the several departments named in the Budget, in respect to officers and employees appointed by his/her as may best meet the needs and interests of the Town and after approval by Council.

**SECTION XIII:**

BE IT FURTHER RESOLVED, that the Appomattox Town Council may amend the Fiscal Year 2020-2021 Town Budget from time to time pursuant to Section 15.2-2507, Code of Virginia; and,

**SECTION XIV:**

BE IT FURTHER RESOLVED, by the Town Council of Appomattox, Virginia that the Fiscal Year Budget for 2020-2021 is hereby adopted, effective July 1, 2020 and the monies necessary to fund it are hereby appropriated and shall be certified by the Clerk of Council and maintained as an archive document with the official minutes of the Town Council of Appomattox, Virginia.

Adopted this 23<sup>rd</sup> day of June, 2020.

Attest:

\_\_\_\_\_  
Roxanne W. Casto, Town Clerk

\_\_\_\_\_  
Paul D. Harvey, Mayor



**File Attachments for Item:**

6. Consideration to adopt a Resolution amending the FY 2020 Operating Budget for payment to the Economic Development Authority for the 2020 Business License Stimulus Refund.

- ### **General Fund Expenditures**

Net Increase in Budget	\$ 43,457.37
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Use of Undesignated Reserve	\$ 43,457.37
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Net Increase in Budget	\$ 43,457.37
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Amended this            day of            2020.

Roxanne Casto, Town Clerk

**File Attachments for Item:**

7. Consideration to adopt a Resolution amending the FY 2020 Operating Budget for the General Fund to subsidize the reduction of the utility rates by 25% for the April and May 2020 billing periods.

1. Consideration to adopt a resolution amending the FY 2020 for the General Fund to Subsidize the reduction of the utility rates by 25% for the April and May 2020 billing periods.
2. WHEREAS, Section 15.2-2507, Code of Virginia, allows that a governing body may amend the budget from time to time
3. NOW THEREFORE, BE IT RESOLVED, that the Appomattox Town Council does hereby amend the FY 2020 Operating Budget for the General Fund.

**General Fund Expenditures**

Transfer to Water	\$ 26,461.56
Transfer to Sewer	<u>\$ 16,463.82</u>

**General Fund Revenue**

Use of Undesignated Reserve	<u>\$ 42,925.38</u>
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**Water Fund Revenue**

Transfer from General	\$ 26,461.56
Water Sales	<u>\$ (26,461.56)</u>
	0.00

**Sewer Fund Revenue**

Transfer from General	\$ 16,463.82
Sewer Sales	<u>\$ (16,463.82)</u>
	0.00

***SECTION XIII:***

BE IT FURTHER RESOLVED, by the Town Council of Appomattox, Virginia that the Fiscal Year 2020 budget amendments are hereby adopted, and the monies necessary to fund it are hereby appropriated and shall be certified by the Clerk of Council and maintained as an archive document with the official minutes of the Town Council of Appomattox, Virginia.

Amended this \_\_\_\_ day of \_\_\_\_\_ 2020.

Attest:

\_\_\_\_\_  
Roxanne Casto, Town Clerk

**File Attachments for Item:**

8. An ordinance to amend and re-enact the Code of the town of Appomattox, by adding thereto a new section numbered 10-9, relating to the declaration of curfews in times of emergency.

AN ORDINANCE TO AMEND AND RE-ENACT THE CODE OF THE TOWN OF APPOMATTOX, BY ADDING THERETO A NEW SECTION NUMBERED 10-9, RELATING TO THE DECLARATION OF CURFEWS IN TIMES OF EMERGENCY. BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF APPOMATTOX:

1. That the Code of the Town of Appomattox be and the same is hereby amended and re-enacted by adding thereto Section 10-9 as follows:

**§ 10-9. Curfews after declaration of emergency.** (a) Pursuant to the police powers granted to the town by its charter and by Virginia Code § 15.2-1102, and in the interest of promoting public safety, the Director of Emergency Services or his designee (collectively referred to in this section as the "Director") is hereby authorized to impose a curfew after the declaration of an emergency, in accordance with the provisions of this section. (b) As used in this section, "curfew" means an order issued by the Director prohibiting persons from being present on any street, road, alley, avenue, park or other public place in the town or any portion thereof designated by such Director during specified times of the day or night; (c) The Director may declare a curfew if he deems such action necessary for the preservation of life or property, the implementation of emergency mitigation, preparedness, response actions or recovery actions anticipated or resulting from the dangers caused by the condition leading to the emergency declaration, pursuant to the following procedure: (1) The authority conferred upon the Director by this section shall arise only after either the state or the town declares an emergency in accordance with the provisions of Virginia Code § 44-146.19 or 44-146.21 for a geographical area located within the town; (2) The curfew shall be announced in such manner as is reasonably calculated to provide notice to the public of the imposition of the curfew. Termination of curfew shall be in like manner; (3) The declaration of a curfew, circumstances justifying its imposition, time and areas of the town in which the curfew is in effect, and the means and time of the public announcement of the curfew shall be recorded in a written document signed by the Director and maintained in the records of the town; (4) No curfew shall be imposed except in areas and at times that can be justified as necessary for the public safety. (5) The action of the Director in imposing a curfew during an emergency declaration shall be ratified by the town council at its next regularly scheduled meeting. (d) After the declaration and public announcement of a curfew, it shall be unlawful for: (1) Any person, after having been warned by a law-enforcement officer, to remain on any street, road, alley, avenue, park or other public place in the town, or in any vehicle operating or parked thereon, in any portion of the town designated by the Director; and (2) The owner or proprietor of any retail, wholesale or eating and drinking establishment, entertainment venue or similar establishment, or other person in control of such establishment, to allow any person to remain on the premises without the express written permission of the Director; provided, however, that this prohibition shall not apply to lodging establishments serving registered guests. (e) The following persons shall be exempt from the provisions of this section while on duty or traveling to and from work: (1) Persons traveling to and from home, work, or places of worship; (2) Hospital personnel; (3) Members of the press; (4) State, Appomattox County, and Town of Appomattox employees and volunteers; (5) Military personnel including but not limited to national guard troops; (6) Employees of public utility companies; (7) Private emergency medical transport workers; and (8) Other emergency workers as authorized by the Director. (f) Nothing in this section shall be construed to prohibit or restrict travel to a hospital in the event of a medical emergency, nor

*shall such travel be considered in violation of this section. (g) A violation of this section shall be punishable as a Class 1 misdemeanor.*

2. That this ordinance shall become effective upon its adoption.

Adopted: \_\_\_\_\_

Certified: \_\_\_\_\_ Clerk of Council

**File Attachments for Item:**

9. Consideration to authorize the Mayor to execute the proposed Lease Agreement with the Appomattox County Chamber of Commerce for office space in the train depot at 214 Main Street.



THIS LEASE AGREEMENT, made this 1<sup>st</sup> day of July, 2020, between the **TOWN OF APPOMATTOX**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as "Landlord," party of the first part; and the **APPOMATTOX COUNTY CHAMBER OF COMMERCE**, a \_\_\_\_\_, hereinafter referred to as "Tenant," party of the second part;

WITNESSETH:

1. Real Property: Landlord lets to the Tenant and the Tenant hereby hires from the Landlord, the office space located in Appomattox, Virginia and more particularly described as the portion of the Train Depot located at 214 Main Street which consists of the \_\_\_\_\_ square foot area on the 1<sup>st</sup> floor in the Train Depot building as designated on the attached floor plan marked as Exhibit A (hereinafter the "Premises"), on a month to month basis, commencing on the above date and ending when either party gives the other thirty (30) days notice of termination of the lease using the notice procedure described in Paragraph 16, below, to be used for the purpose of organizational management by the Tenant and not otherwise. This agreement grants Tenant no right of access to any other portions of the Town Office not specifically included as part of the Premises. The Tenant acknowledges that it shall not be given a key to the Train Depot by Landlord, and therefore Tenant shall use the Premises only during normal Town hours, which are 9:00 a.m. to 5:00 p.m. Tenant also agrees to give pass key to landlord for office.

2. Rent: Tenant shall pay no rent at this time, but Landlord may impose monthly rent by giving thirty (30) days notice to Tenant. In the event a monthly payment is received after the fifth day of the month, Tenant shall pay as an additional charge or late fee the sum of \$50.00. All Rent payments will be first applied to all past due balances and then to current Rent due.

3. Security Deposit: As a further consideration, Tenant agrees to pay Landlord the sum of \$ 0.00 as a partial security deposit, which sum is due upon the execution of this agreement. If Tenant shall pay the Rent, comply with all the conditions of this lease, and surrender possession in the same and clean condition, the Landlord will refund to the Tenant said sum. Otherwise, the security deposit will be held by Landlord to secure Tenant's full compliance with this agreement.

4. Assignment: The Tenant shall not assign this lease agreement without Landlord's prior written consent. No assignment or sublease will release Tenant from its continuing responsibility for the full performance of the terms and conditions in this lease agreement unless Landlord signs a written statement releasing Tenant from such liability. Consent to an assignment or sublease may be withheld by the Landlord in its sole and absolute discretion.

5. Premises in Good Condition: Prior to the execution of this lease agreement, the Tenant has conducted a satisfactory inspection of the Premises. The Tenant acknowledges receipt, in good condition, of the Premises and all its equipment excepting the list of defects which is attached to this lease agreement as "Exhibit B – Defects in Premises," which is incorporated herein by reference.

6. Personal Property: The Premises are leased as unfurnished.

{List all furniture.}

7. Alterations, Improvements, Repairs and Maintenance: Tenant shall not make any alterations to the Premises without the written consent of the Landlord, and Tenant agrees that it will keep the Premises in the same condition as they were at the beginning of the Term, reasonable wear and tear excepted. Tenant shall be responsible for all interior repairs and maintenance necessary to maintain the Premises in such condition. The Landlord has no duty to repair except as expressly provided in this agreement or as required by law.

8. Utilities and Services: Utilities including, water/sewer and electric are included in monthly rent. However, the Town reserves the right to charge a monthly utility fee, if necessary. All other utilities including telephone and computer/internet services shall be maintained in tenants name and shall be the sole responsibility of tenant. The Landlord shall not be responsible for or liable for the delivery of messages, telephone answering service, mail, or parcel delivery, or any service not expressly agreed upon in this lease agreement.

9. Inspections and Access: The Landlord, or his agents, designees, or representatives, may enter the Premises for the following purposes: to inspect to see if the Tenant is complying with the provisions of this lease agreement; to make repairs, alterations, improvements; to treat the Premises with pesticides; to show the Premises to prospective purchasers, mortgagees or tenants. Such entries shall take place with reasonable prior notice to the Tenant; consent shall not be unreasonably withheld by the Tenant. If the Landlord or its agent reasonably believes that an emergency exists which requires immediate entry, such entry may be made without the Tenant's consent.

10. Rule and Regulations: Tenant agrees to abide by such rules and regulations as may be set out by the Landlord from time to time.

11. Insurance: Landlord may maintain such hazard insurance policies as it deems appropriate to insure the Premises. At the sole expense of Tenant, Tenant shall obtain a comprehensive general liability insurance policy listing the Landlord as an additional insured, having limits of \$1,000,000.00 and terms standard in the industry for such policies, and shall obtain a policy insuring Tenant's personal property for the fair market value of such property. Tenant shall provide Landlord a copy of such policies prior to taking possession of the Premises. Tenant shall not permit any act or thing to be done that will increase the risk of fire or that will increase the rate of insurance on the Premises.

12. Automobiles: Tenant covenants and agrees to abide by all parking rules and regulations as the Landlord may apply to Tenant or Tenant's invitees from time to time. Tenant employees and staff shall use Town Parking lot behind the County Library. Vehicles parked on or about the Premises in violation of such rules and regulations may be towed at the owner's expense.

13. Vacation of Premises: Before vacating the Premises, the Tenant shall return all keys. The Tenant shall undertake the following immediately prior to vacating the Premises: (a) Shampoo and vacuum all carpets; clean floor; (b) Clean all walls, molding, and doors of grease, dust and other marks; (c) Empty all closets and rooms of hangers, boxes, and trash.

Upon vacating the Premises, the Tenant shall completely remove of all of its property. Tenant shall pay reasonable storage costs and removal costs to the Landlord for any property which is not so removed. Any item left behind by the Tenant not claimed within thirty (30) days of the termination of this lease agreement will be disposed of by the Landlord, provided reasonable prior notice is given to the Tenant. Any funds received by the Landlord from the disposal of Tenant's property may be applied to Tenant's indebtedness to Landlord for Rent and other charges under this lease agreement. The remainder shall be treated as an additional security deposit.

15. Default: In the event of: (a) the Tenant's material breach of this lease agreement, (b) the Tenant's abandonment of the Premises, (c) the filing of insolvency proceedings by or against the Tenant or the appointment of a Receiver or Trustee of this property, (d) the Landlord not receiving any payment of Rent or other charge by the first day of the month for which it is due, (e) the Tenant's denial of any right reserved in this agreement to the Landlord, (f) the institution of legal proceedings by or against the Tenant looking to a disposition of the Premises or any part thereof, or (g) the use of the Premises by the Tenant or others for illegal purposes, the Landlord shall have the right to: (1) enter and retain possession of the premises by any lawful means and remove the Tenant and its effects by unlawful entry or detainer proceedings; or (2) to sue for rent; provided that the Landlord's recourse to any of these remedies shall not deprive it of any other action or remedy permitted by law. Prior to exercising the aforesaid rights, Landlord shall give thirty (30) days' notice, written or oral, of an intention to terminate this lease agreement to the Tenant. Landlord's acceptance of Rent payments or conduct not in compliance with Tenant's obligations under this lease agreement or waiver of a breach by Tenant shall not be interpreted as a waiver of any subsequent breach or non-compliance, and this lease agreement shall continue in full force and effect.

Should the Landlord pursue any such remedies, regardless of whether such action shall be prosecuted to judgment, the Tenant shall be liable as follows: (1) For all installments of Rent and other charges that are past due and for the remainder of the Term which shall immediately become due and payable; (2) For any court costs incurred by the Landlord for possession of the Premises or for collection of unpaid Rent or other charges under this lease agreement; and, (3) For reasonable attorney's fees incurred by the Landlord to obtain possession of the Premises or in the collection of Rent, damages, or other charges.

16. Bodily Injury and Property Damage: Landlord is not an insurer of Tenant's person or property. Except to the extent required by law, Landlord will not be liable to Tenant for any bodily injury or property damage suffered by Tenant or Tenant's guests or family members.

17. Notices: Notices may be served upon the Tenant in person or by mail addressed to \_\_\_\_\_. Written notices to the Landlord along with Rent payments must be presented in person or mailed to Town Manager, P. O. Box 705, 210 Linden Street, Appomattox, Virginia, or such other place as the Landlord may designate in writing.

18. Joint and Several Liability: If more than one individual signs this lease as Tenant, all persons signing as Tenant shall be jointly and severally liable for all obligations of Tenant set forth in this Lease.

19. Governing Law: This Lease is entered into and shall be construed under the laws of the Commonwealth of Virginia. Any provision of this Lease which is prohibited by, or unlawful or unenforceable under, Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this lease.

20. Entire Agreement: This written lease agreement represents the parties' full and complete understanding; there are no other agreements either written or oral. This agreement may be modified or altered only by a writing signed by both parties.

WITNESS the following signatures and seals:

TOWN OF APPOMATTOX

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

APPOMATTOX COUNTY CHAMBER OF COMMERCE

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

**Exhibit B - Defects in Premises**

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Landlord

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Tenant