

August 13, 2013

County of Greene, Virginia

THE GREENE COUNTY BOARD OF SUPERVISORS MET ON TUESDAY, AUGUST 13, 2013 AT 5:30 P.M. IN THE COUNTY MEETING ROOM.

Present were:            Jim Frydl, Chairman  
                              Davis Lamb, Vice Chairman  
                              David Cox, Member  
                              Eddie Deane, Member  
                              Clarence Peyton, Member  
                              John C. Barkley, County Administrator  
                              Ray Clarke, County Attorney  
                              Patti Vogt, Deputy Clerk  
                              Tracy Morris, Finance Director

**RE: EXECUTIVE SESSION**

Upon motion by Davis Lamb and unanimous vote, the Board entered into Executive Session to discuss legal and personnel matters pursuant to Section 2.2-3711 Subsection (a, 1-7) of the Code of Virginia.

**Legal:**

- Rescue Squad

**Personnel:**

- Administration - Treasurer

Recorded vote:	Jim Frydl	-	Yes
	Davis Lamb	-	Yes
	David Cox	-	Yes
	Eddie Deane	-	Yes
	Clarence Peyton	-	Yes

Motion carried.

Upon motion by David Cox and unanimous vote, the Board returned to Open Session.

Recorded vote:	Jim Frydl	-	Yes
	Davis Lamb	-	Yes
	David Cox	-	Yes
	Eddie Deane	-	Yes
	Clarence Peyton	-	Yes

Motion carried.

The Chairman noted Mr. Deane was present for Executive Session but had to leave.

By affirmative vote, members certified that only public business matters lawfully exempted from the Open Meeting requirement and only such matters as identified by the motion to enter into Executive Session were discussed.

Recorded vote:	Jim Frydl	-	Yes
	Davis Lamb	-	Yes
	David Cox	-	Yes
	Eddie Deane	-	Absent
	Clarence Peyton	-	Yes

Motion carried.

RE: PUBLIC MEETING

The Chairman opened the meeting with the Pledge of Allegiance followed by a moment of silence for the safe return of Alexis Murphy.

RE: CERTIFIED CRIME PREVENTION COMMUNITY PROGRAM

The Chairman noted this presentation has been delayed due to a conflict of meetings.

RE: FIRST READING – ADDITIONAL ALLOCATION FOR HAZARD MITIGATION GRANT

The Chairman said this is the first reading of the request for an additional allocation in the amount of \$24,265 for matching funds for Hazard Mitigation Grant.

Ms. Melissa McDaniel, Emergency Services Coordinator, was able to secure a 75% grant that allows for the purchase of generators for Stanardsville Fire and Ruckersville Fire. This grant will save the County about \$75,000.

Second reading of this request will be at next meeting on August 27, 2013.

RE: MATTERS FROM THE PUBLIC

ECONOMIC DEVELOPMENT

Mr. Bill McMullen – Who is in charge of development for the County? Seminar held in Augusta County that is free to attend. He was told the County did not have necessary infrastructure (water/sewer) to support industry. We need industry here in Greene.

Mr. Frydl suggested Mr. McMullen schedule a meeting with the County Administrator to discuss economic development.

DISCHARGE OF FIREARMS

Mrs. Deborah Turck – moved to Greene Acres Subdivision last fall. Commented on discharge of firearms in area. Sheriff's Office responded. It is not illegal to discharge firearm in Greene County under current ordinance. Requested Board to look at ordinance to restrict the discharge of firearms within 100 yards of dwellings, similar to State Code.

WEED ORDINANCE

Mrs. Brooke Frautschi – Resident of Four Seasons Subdivision. Submitted petition with 73 signatures requesting the Board to review enactment of weed ordinance.

PIEDMONT ENVIRONMENTAL COUNCIL

Mr. David Holtzman – Introduced himself as new Land Use Officer with Piedmont Environmental Council. Said PEC is a resource for County. A

RE: CONSENT AGENDA

Upon motion by David Cox and affirmative vote, the Board approved the following items on the consent agenda:

- a. Minutes of July 23, 2013 meeting.
- b. Resolution to accept and appropriate \$25,871 in grant funds for a Victim Witness Advocate position. (See Attachment “A”)

Recorded vote:	Jim Frydl	-	Yes
	Davis Lamb	-	Yes
	David Cox	-	Yes
	Eddie Deane	-	Absent
	Clarence Peyton	-	Yes

Motion carried.

Mr. Peyton said he felt item “d” should have listed the name of the contractor and the amount of the invoice.

Upon motion by Clarence Peyton and affirmative vote, the Board approved payment of invoice in the amount of \$20,000 to Frank Morris Builders for completion of grading and gravel of basketball courts at the Recreation Park. (See Attachment “B”)

Recorded vote:	Jim Frydl	-	Yes
	Davis Lamb	-	Yes
	David Cox	-	Yes
	Eddie Deane	-	Absent
	Clarence Peyton	-	Yes

Motion carried.

Mr. Peyton said the purchase of school buses was moved to the County budget several years ago. Comment by the auditors in most recent audit noted the amount of the allocation should be included in local contributions to the schools.

Upon motion by Clarence Peyton and unanimous vote, the Board approved the Resolution to authorize a lease purchase agreement in the amount of \$581,450 for purchase of vehicles noting the amount for purchases of school buses be included in the local contributions to the schools. (Attachment “C”)

Recorded vote:	Jim Frydl	-	Yes
	Davis Lamb	-	Yes
	David Cox	-	Yes
	Eddie Deane	-	Absent
	Clarence Peyton	-	Yes

Motion carried.

RE: COUNTY ADMINISTRATOR’S REPORT

Mr. Barkley reported the following:

- Staff meeting on was held on July 30
- 25 mph speed limit sign has been installed on Northridge Road

- Working on policy regarding road signs (children at play, etc.)

RE: OTHER MATTERS FROM BOARD MEMBERS

Mr. Peyton congratulated the County Administrator on his report which was very comprehensive and all issues were covered.

Mr. Peyton said the Central Virginia Regional Jail has awarded a contract for the expansion project and cost is under budget. Information will be forwarded to the County Administrator. Mr. Peyton suggested the County allocate funds to pay Greene's share of the project.

Mr. Frydl said school starts next Wednesday, August 21. He and Mr. Barkley attended a back to school event for teachers at Ruckersville Elementary School.

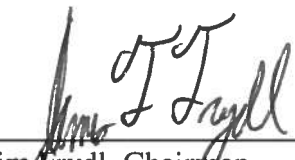
Mr. Frydl said a recent report indicated sales tax for Greene County, year to date, is up 10.71%.

Mr. Frydl said he and the County Administrator met with residents of Four Seasons recently. Request was made to have VDOT review the following in that area on Route 33:

- Left hand turn from Route 33 into Four Seasons – hard to see over bank – safety concern
- 45 mph postings on Route 33 aren't equal on east and west sides – review for safety and make match

RE: CONTINUED MEETING

Meeting ended at 8:09 p.m. Next scheduled meeting will be on Tuesday, August 27, 2013.

  
\_\_\_\_\_  
Jim Frydl, Chairman  
Greene County Board of Supervisors

**RESOLUTION TO ACCEPT AND APPROPRIATE TWENTY-FIVE  
THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS FOR  
THE VICTIM WITNESS PROGRAM GRANT**

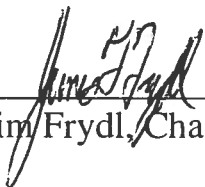
WHEREAS, the County of Greene has been awarded a grant from DCJS for a Victim Witness Program Grant; and

WHEREAS, the funds in the amount of twenty-five thousand eight hundred seventy-one dollars (\$25,871.00) will need to be appropriated to the appropriate line item in the 2013-2014 budget of the County of Greene, Virginia.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that twenty-five thousand eight hundred seventy-one dollars (\$25,871.00) be appropriated to the 2013-2014 budget of the County of Greene.

BE IT FURTHER RESOLVED that the County Administrator of the County of Greene, Virginia is authorized to make the appropriate accounting adjustments in the budget to do all things necessary to give this resolution effect.

Adopted this 13<sup>th</sup> day of July, 2013.

  
\_\_\_\_\_  
Jim Frydl, Chairman

Board of Supervisors  
August 13, 2013  
Attachment "B"

# CONTRACTOR INVOICE

**From:** Frank Morris Builders  
325 Robin Lane  
Stanardsville, VA 22973

**To:** Greene County

**Date/Location:** 08/01/2013:  
Basketball Courts/Greene County  
Park

**Description:**

Grading and graveling basketball courts at Greene County Park. Payment is due upon completion of grading and graveling.

**Total Due:** \$20,000

August 13, 2013  
County of Greene, Virginia  
SunTrust Equipment Finance & Leasing Corp., as Lessor (County Vehicles & School Busses)

## **RESOLUTION**

### **AUTHORIZING A LEASE PURCHASE AGREEMENT, SERIES 2013 ("BANK-QUALIFIED")**

**WHEREAS**, the County of Greene, Virginia (the "County") proposes to enter into an exempt lease purchase financing in order to pay capital costs to (a) acquire and equip certain vehicles for essential governmental use and purposes in the County, including two (2) Pickup Truck Vehicles, three (3) Explorer SUV Vehicles, two (2) Crossover CUV Vehicles, four (4) 77-Passenger School Buses, and one (1) 35-Passenger School Bus (all such School Busses to be titled in the name of the School Board of the County and used in connection with the operation of the Greene County Public Schools), and (b) pay issuance costs in connection with such undertaking (collectively, the "Project"), as further described herein.

**WHEREAS**, SunTrust Equipment Finance & Leasing Corp, as Lessor ("SunTrust") has offered to assist the County with the lease purchase financing of the Project and to enter into a Master Lease Agreement (the "Agreement"), to be dated and delivered by the County on or around August 23, 2013, between SunTrust, as Lessor thereunder, and the Board of Supervisors the County, as Lessee thereunder (the "Board"), together with other documents in connection therewith.

**WHEREAS**, pursuant to the terms of the Agreement, SunTrust will pay the costs of the Project (to be owned by the County and the School Board of the County, respectively, as described above), and SunTrust, as Lessor, will lease the Project to the County, as Lessee thereof.

**WHEREAS**, the County reasonably expects the Project to continue to be essential to the functions of the County and the Greene County Public Schools, respectively, for a period that is not less than the term of the Agreement.

**WHEREAS**, the necessary steps under the Virginia Public Procurement Act, Chapter 43, Title 2.2 of the Code of Virginia, 1950, as amended, have been (or will be) taken in connection with the acquisition and equipping of the property that is the subject of the Project.

**WHEREAS**, all amounts payable under the Agreement are subject to sufficient appropriations therefor from the Board, upon due request of the County Administrator or other officer of the County charged with the responsibility of preparing the County's budget for each fiscal year, and the County is under no obligation to make any appropriation with respect to the Agreement.

**WHEREAS**, further, the Agreement shall not constitute a general obligation of the County, or a pledge of the full faith and credit of the County, or a charge against the general credit or taxing power of the County, and any amounts payable under the Agreement shall not constitute a debt of the County within the meaning of any constitutional or statutory limitation.

**WHEREAS**, at the request of SunTrust, as Lessor under the Agreement, the County desires to designate the principal amount of the Agreement as a “qualified tax-exempt obligation” under the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF GREENE, VIRGINIA:**

1. Essential Governmental Purpose of Project. The Board hereby finds and determines that the Project and the terms and conditions offered by SunTrust and the Agreement, including the rental payments to SunTrust, as Lessor, are in the best interests of the County, for the acquisition and equipping of the Project, including the lease purchase financing thereof, and are in furtherance of essential governmental purposes.

In addition, as to the portion of the Project that constitutes the School Buses, the County further finds and determines that such lease purchase financing arrangements shall provide the most cost-effective means for the County to acquire and provide such personal property, as set forth in the County’s 2013-2014 FY Capital Budget, for the benefit of, and use by, the Greene County Public Schools. To such end, the County hereby directs that the School Buses shall be titled in the name of the School Board of the County in connection with its ownership, general operation, and maintenance of school busses for the benefit of the Greene County Public Schools.

2. Approval of Agreement; Designation of Agreement and Details. The Board hereby approves the general lease purchase terms as presented by SunTrust and required under the conditions and provisions of the Agreement for a fully amortized lease term as described herein. Accordingly, it is to be understood that, upon commencement of the Agreement and SunTrust’s payment of the costs of the Project, security liens in favor of SunTrust shall be filed with respect to such personal property that comprises the Project, all in accordance with the requirements and procedures of the Virginia Department of Motor Vehicles.

The payments for Documentation Fees to SunTrust (as Lessor), Escrow Fees to SunTrust Bank (as Escrow Agent), and Attorney Fees (together, approximately \$5,550) are hereby authorized and directed to be paid from the original principal proceeds of the Agreement.

The Agreement shall be dated the date of issuance and delivery thereof; shall provide for annual payments of rental thereunder to be computed over a term up to three (3) years at a rate not to exceed **1.81% per annum**, in arrears; shall be designated as an **up to \$581,450** County of Greene, Virginia Master Lease Agreement; and shall be fully registered. The



Deputy County Administrator/Finance Director is hereby appointed as Registrar of the Agreement.

The Chairman, Vice Chairman, the County Administrator, and the Deputy County Administrator/Finance Director, any one or more of whom may act (whether individually or collectively, the "County Representative"), are each expressly authorized and directed hereunder to finally determine and approve all details of the Agreement, including without limitation, the maturity or payment dates and amounts and the final maturity date; ***provided, however that the maximum principal amount authorized hereunder for the Agreement shall not exceed \$581,450, and the Agreement shall bear interest in arrears at a rate not to exceed 1.81% per annum to be amortized over a term of the Agreement not to exceed three (3) years.***

3. Approval and Execution of Agreement. The form of Agreement, as required by SunTrust, is hereby approved as described at this meeting, such form of Agreement being substantially similar to the form of Agreement on file among the County's official records. The execution, delivery, and performance of the Agreement are hereby authorized. Each of the persons named as the County Representative is hereby appointed as an Authorized Representative under the Agreement, and further, each is authorized and directed to execute, acknowledge, and deliver the Agreement with any changes, insertions and omissions therein as may be approved by any one or more of such individuals who shall execute the Agreement, such approval to be conclusively evidenced by such execution and delivery thereof. The Clerk or any Deputy Clerk of the Board shall be authorized to affix or to cause to be affixed the County seal to the Agreement, if required, and to attest such seal. Each officer or agent of the County is further authorized and directed to execute and deliver on behalf of the County such additional instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized herein or contemplated by the Agreement, including, but not limited to such instruments and performance of acts as may be required in order for the Agreement to qualify as an exempt "bank-qualified" lease purchase financing arrangement pursuant to the provisions of the Code and Treasury Regulations thereunder and the laws of the Commonwealth of Virginia. All of the foregoing acts previously performed by such officers or agents of the County are in all respects approved, ratified and confirmed.

4. Tax Compliance Matters. The County hereby represents and covenants that the Project, and all proceeds thereof, shall be used for the essential governmental purposes of the County. To the extent that the principal amount of the Agreement, together with any proceeds thereof (including but not limited to investment earnings thereon, if any), shall exceed the actual cost of the Project, it is to be understood that the County hereby authorizes that any such additional amounts available under the Agreement, if any, shall be expended by the County for capital projects for essential governmental purposes, or as otherwise may be required under the Code, including the optional prepayment of a portion of the outstanding principal amount of the Agreement to the extent required by law.

Accordingly, the County shall execute and deliver an appropriate certificate as to nonarbitrage or other tax certificate (the "Tax Certificate") in order to demonstrate compliance with the provisions of the Code, including the provisions of Section 148 of the Code and

applicable regulations relating to "arbitrage bonds". The County Representative, any one or more of whom may act, is/are each hereby authorized and directed to execute and deliver the Tax Certificate on the day of issuance of the Agreement. The County further covenants that (i) the proceeds from the issuance and delivery of the Agreement, all as described under the Code, will be expended and invested as set forth in and otherwise contemplated by, the Agreement, and that the County shall comply with the covenants and representations contained therein, and (ii) the County shall comply with the provisions of the Code so that the interest component of the rental being paid by the County to SunTrust will remain excludible from gross income for Federal income tax purposes.

5. Designation of Agreement as "Bank-Qualified". The County hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The County affirms its reasonable expectation as to compliance with the various \$10 Million limitations therein, including the covenant that the County reasonably anticipates that no more than aggregate \$10 Million tax-exempt obligations shall be issued by the County, including any "subordinate" entities of the County or "on behalf of" entities thereof (within the meaning of the Code) during the current Calendar Year 2013 in accordance with the "bank qualification" requirements of Section 265(b)(3) of the Code.

6. Financial Statements; Record-Keeping Duties. During the term of the Agreement, the County shall provide to provide to Lessor updated financial statements in order for Lessor to be in receipt of audited financial information as well as copies of such other financial information relating to the Agreement and transactions contemplated thereunder, all as may be reasonably requested by Lessor.

The County further agrees to maintain and/or retain the records and documents in connection with the Agreement, including documentation to evidence the use and investment of proceeds thereof, in a manner that shall ensure their complete access to the Internal Revenue Service, until the third anniversary of the later of the final maturity of the Lease or any other applicable provision of the Code or any Treasury Regulations thereunder.

7. Nature of Obligation. It is to be understood that the Agreement represents a rental arrangement between the County and SunTrust. Nothing in this Resolution or the Agreement shall constitute a debt of the County, and the Board shall not be obligated to make any payments under this Resolution or the Agreement except from monies appropriated therefor, from time to time.

8. Effective Date. This Resolution shall be effective upon its adoption.

**DATED: August 13, 2013**

**BOARD OF SUPERVISORS OF  
THE COUNTY OF GREENE, VIRGINIA**

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

**CERTIFICATE OF VOTES**

The undersigned hereby certifies that the foregoing constitutes a true and correct copy of the foregoing Resolution duly adopted by the Board of Supervisors of Greene County, Virginia, upon a roll-call vote at a regular meeting duly held and called on the date hereof, and that the recorded roll-call vote of the Board of Supervisors is as follows:

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Clarence (“Buggs”) Peyton Stanardsville District				
Davis Lamb, Vice Chairman Ruckersville District				
James F. Frydl, Chairman Midway District				
Eddie Deane At Large				
David Cox Monroe District				

Dated: August 13, 2013

**COUNTY OF GREENE, VIRGINIA**

[SEAL]

\_\_\_\_\_  
Clerk/ Deputy Clerk of the Board of Supervisors