



SOUTH HILL TOWN COUNCIL
REGULAR MEETING MINUTES
MONDAY, DECEMBER 13, 2021, 7:00 P.M.

The regular monthly meeting of the South Hill Town Council was held on Monday, December 13, 2021 at 7:00 p.m. in the Council Chambers of the South Hill Town Hall located at 211 S. Mecklenburg Avenue, South Hill, Virginia 23970. The meeting was also available livestream via YouTube. Anna Cratch took the minutes.

1. CALL TO ORDER

Honorable Mayor Dean Marion called the regular meeting to order at 7:00 p.m.

2. INVOCATION

Mayor Marion rendered the invocation.

3. ROLL CALL

Mayor Marion called upon Anna Cratch to call the roll, which was as follows:

A. Council Members

Lillie Feggins-Boone
Delores B. Luster
G. Ben Taylor

Alex Graham
W.M. "Mike" Moody
Joseph E. Taylor, Jr.

Gavin L. Honeycutt
Shep Moss

B. Staff in Attendance

Stuart Bowen, Police Chief
Anna B. Cratch, Town Clerk
C.J. Dean, Dir. of Municipal Services
David Hash, Code Compliance Official

Kim Callis, Town Manager
Sheila Cutrell, Dir. of Finance and Admin.
Howard P. Estes, Jr., Town Attorney
Carol Hutchinson, HR Manager

4. APPROVAL OF MINUTES – NOVEMBER 8, 2021

A motion was made by Councilwoman Feggins-Boone, second by Councilman Moss, to approve the minutes of the regular meeting held on November 8, 2021 as distributed by Anna Cratch. Motion carried unanimously.

5. FY21 AUDIT REVIEW BY ROBIN JONES

Robin Jones with Creedle, Jones & Associates, P.C. thanked Council for allowing her to present the Comprehensive Annual Financial Report for year ended June 30, 2021. Ms. Jones reported all standards were followed and everything was clean with the audit. She commented the Town doesn't have

a lot of debt which is great. Councilman Ben Taylor mentioned it is a good idea to maintain one year's worth of operating budget for emergency purposes.

A motion was made by Councilman Honeycutt, second by Councilwoman Luster, to accept the audit from Creedle, Jones & Associates, P.C. A **roll-call vote** was requested and voiced as follows:

Councilwoman Feggins-Boone-Aye	Councilman Graham-Aye
Councilman Honeycutt-Aye	Councilwoman Luster-Aye
Councilman Moody-Aye	Councilman Moss-Aye
Councilman Ben Taylor-Aye	Councilman Joseph Taylor-Aye.

Motion carried unanimously.

6. CITIZENS TO ADDRESS COUNCIL

Comments are limited to three minutes (five minutes if on behalf of a group).

A. Teri Newman Walker, President of the South Hill Chamber of Commerce – Hometown Christmas 2021 Recap

Teri Newman Walker thanked the Town for their assistance during Hometown Christmas. It was a very successful weekend with lots of kids and increased sales at local businesses. Local and national sports star, Odicci Alexander lead the Hometown Christmas Parade as this year's Grand Marshal. South Hill made the top 14 Christmas Towns in Virginia. Ms. Walker shared her disappointment regarding the lack of attendance of most Council members at local events.

7. PUBLIC HEARINGS

A. David Hash – SE 2021-4, Request by B&D Auto Rentals to utilize 609 E. Atlantic Street for Automobile Sales and Service

David Hash informed Council a Public Hearing has been called for comments regarding the request by B&D Auto Rentals, LLC/Derek Mitchell to utilize 609 E. Atlantic Street for automobile sales and service (retail dealer/rental car agency). At the Public Hearing held on December 6, 2021, the South Hill Planning Commission voted to recommend that Council approve the special exception request.

Mr. Hash opened the Public Hearing. Mark Aber, Director of Operations of B&D Auto Rentals, based out of Danville, shared that they run three auto rental companies that are doing very well. They plan to have around 25 vehicles, work Monday through Friday - possibly Saturday - no Sundays, with two employees. Someone local will perform maintenance and clean the outside of the vehicles when needed.

Mr. Hash closed the Public Hearing. **A motion was made by Councilman Moody, second by Councilman Honeycutt,** to approve the SE 2021-4 request by B&D Auto Rentals, LLC/Derek Mitchell to utilize 609 E. Atlantic Street for automobile sales and service (retail dealer/rental car agency). Motion carried unanimously.

8. TOWN MANAGER REPORT

A. Additional South Hill Volunteer Fire Department Appropriation

Kim Callis reported the Town pays an annual contribution for emergency call responses to the South Hill Volunteer Fire Department (SHVFD). The SHVFD keeps a call log and in turn pays its members \$10.00 per call for responses. The payment to the members is based on individual call responses

from December 1 through November 30. The SHVFD has historically made these member payments in early December.

As part of the Town's FY21-22 budget, the SHVFD requested, and Council approved, funding a \$98,000.00 contribution for responding to fire calls. On December 1, staff received a request from Fire Chief Michael Vaughan with supporting information for a contribution of \$140,310.00, or \$42,310.00 more than was requested for budget purposes. As this amount is substantially above the approved budget, is not an emergency expenditure, and cannot be absorbed by the total Fire Department budget, Council must appropriate the additional funds so the volunteer members can be fully paid for all calls to which they responded.

From 2016 through 2020, the SHVFD responded to 3,040 calls, an average of 608 annual responses. 1,302 calls, or 42.83 percent, were In Town. For 2021, the SHVFD responded to 926 calls, an increase of 52.3 percent over the five-year average and an increase of 50.57 percent over 2020. While there are various reasons for the significant increase, it appears calls were up dramatically in February 2021 due to ice storm responses.

As the firefighters count on their checks the first Monday night of December and unless funding mechanisms change, Councilman Ben Taylor asked that the SHVFD keep Council informed if they see the line item for Contributions (Fire Calls) going over. He suggested they alert Council by the end of October. Councilman Moss commented he would like for the Fire Department Committee to review that information quarterly. In answer to a question from Councilman Honeycutt, Mr. Callis stated staff applied for FEMA assistance in relation to the ice storm but no funds have been received. On behalf of the SHVFD, Michael Vaughan thanked Council for their support.

Councilman Moss mentioned he would like to have seen this information presented to the Fire Department and Budget and Finance committees before the Council meetings. He asked why we have the committees. Councilman Ben Taylor took exception stating the SHVFD knew they were over and should have presented the information in October.

William Lewis came forward to speak and was informed this was not an open forum. He continued to comment and was informed he was out of order.

A motion was made by Councilman Graham, second by Councilman Moody, to appropriate \$42,310.00 from the General Fund balance so that the \$10.00 per call to SHVFD members for call responses is fully funded. Motion carried unanimously.

B. Mid-Atlantic Broadband Communities Corporation Additional Easement

Mr. Callis informed Council the Mid-Atlantic Broadband Communities Corporation (MBC) holds an easement on Town property along Tunstall Road on which a node is located that is critical to providing broadband service to our area. The Town's 500,000-gallon elevated water tank is located nearby. MBC has invested millions of dollars to improve broadband service throughout southern Virginia. As several technology efforts advance in our region, MBC is requesting an additional easement for construction of a second node at the Tunstall Road site that will expand capacity and enhance delivery of broadband services. Mr. Callis shared a plat reflecting the existing and proposed easement areas. The MBC easement request has been reviewed by the Town Attorney.

A motion was made by Councilman Moody, second by Councilman Joseph Taylor, to approve the MBC request for an additional easement on Town property along Tunstall Road. Motion carried unanimously.

C. Microsoft Request for .51 Acres at Hillcrest

Mr. Callis reported that during the Microsoft evaluation of Hillcrest Industrial Park as a data center site, .51 acres along Tunstall Road that was deeded to the Town several years ago by the Industrial Development Authority of South Hill (IDA) was not captured in a title search. The .51 acres is part of a 1.13-acre tract on which the Town's 500,000 gallon Hillcrest water tank and Mid-Atlantic Broadband Communities Cooperative (MBC) broadband node are located.

Microsoft has requested the Town transfer ownership of the property to them. Microsoft believed the .51 acres was included in the Hillcrest land purchased from the IDA and needs this land for the data center project. Without this land, there will be significant impacts on the construction schedule. As of now, project design is complete, permitting is underway, construction bids are in, and Microsoft is very close to awarding the project for construction. Microsoft hopes to avoid delays associated with a redesign that would require plans to be significantly revised and routed back through the permit review and bidding processes.

Town staff has reviewed and discussed the Microsoft request with B&B Consultants, Mecklenburg County, and MBC, all of whom agree that transferring the .51 acres to Microsoft will not be an issue for the operations of any organization, including the additional easement requested by MBC for construction of an additional broadband node.

At the request of Councilman Moody, Mr. Callis assured this would not affect the Town's ownership, maintenance, use, or access to the water tank. Howard Estes agreed there is nothing on the .51 acres, and it should have been part of the transactional ready. There will be no charge to the Town for the transference.

A motion was made by Councilwoman Feggins-Boone, second by Councilwoman Luster, to approve the Microsoft request for the .51 acres located at Hillcrest Industrial Park along Tunstall Road and authorize the Town Manager to execute the related documents. Motion carried unanimously.

D. Highway 47 Water Treatment Plant Disposition

Mr. Callis reported the former water treatment plant located on Hwy. 47 has been out of service since the Roanoke River Service Authority began water treatment operations almost 20 years ago. Over the years, efforts to market the plant for other commercial uses have not been successful. The Town has continued to insure and maintain the structure and grounds. The building has been locked and occasionally inspected but serves no useful purpose.

The property deeds have been reviewed by the Town Attorney and there is no language requiring return of the property to the original grantors. Accordingly, staff recommends disposing of the property in accordance with Code of Virginia requirements, the first of which is to hold a Public Hearing. After the Public Hearing, a resolution to dispose of the surplus property must be passed by an affirmative vote of three-fourths of the elected members of Council.

A motion was made by Councilman Moody, second by Councilwoman Luster, to hold a Public Hearing at the January 10, 2022 meeting to hear comments related to the disposition of the former water treatment plant located on Hwy. 47. Motion carried unanimously.

9. FINANCE REPORT

A. Appropriation of Proceeds from Sale of Surplus Items belonging to the Fire Department

Sheila Cutrell reported the Town has received proceeds in the amount of \$7,956.00 from the sale of surplus items belonging to the Fire Department. Ms. Cutrell asked that these funds be appropriated so the proceeds can be provided to the Fire Department.

A motion was made by Councilman Moody, second by Councilwoman Feggins-Boone, to appropriate proceeds from the sale of surplus items belonging to the Fire Department in the amount of \$7,956.00 for payment to the Fire Department. Motion carried unanimously.

B. Appropriation of 2022 Virginia Statewide Business District Resurgence Grant Funds

Ms. Cutrell reported the Town has been awarded a 2022 Virginia Statewide Business District Resurgence Grant in the amount of \$50,000.00. The grant funds will be utilized as a match to our current Façade and Up-Fit Grant programs to enhance the downtown. She asked that these grant funds be appropriated in the amount of \$50,000.00 for the stated purpose.

A motion was made by Councilman Joseph Taylor, second by Councilman Moody, to appropriate 2022 Virginia Statewide Business District Resurgence Grant funds in the amount of \$50,000.00 to be utilized as a match to our current Façade and Up-Fit Grant programs. Motion carried unanimously.

C. Appropriation of COVID-19 ARPA SLFRF Funds

Ms. Cutrell reported the Town has been awarded \$7,507.19 in federal State and Local Fiscal Recovery Funds (SLFRF) through the American Recovery Plan Act (ARPA) for the COVID-19 ARPA SLFRF Municipal Utility Assistance program. These funds will be used to assist residential municipal utility customers of the Town of South Hill with arrearages greater than 60 days for the time period between March 12, 2020 and August 31, 2021. Since the Town has resumed disconnection of service for nonpayment, these funds will be used to assist customers who are on a payment plan or to pay accounts which have been closed and have arrearages for the specified time period.

Ms. Cutrell asked that the grant funds be appropriated for this purpose. Assistance will be limited basically to people who are on the payment plan or to help cover outstanding bills on closed accounts due to relocations (we are trying to collect those through the debt setoff program as well.)

A motion was made by Councilman Ben Taylor, second by Councilwoman Luster, to appropriate \$7,507.19 in COVID-19 ARPA SLFRF funds to assist residential municipal utility customers. Motion carried unanimously.

10. REPORTS TO APPROVE AS PRESENTED

For efficiency, the following reports were grouped to approve as presented.

A. Town Manager Report

i. Facilities Reservation Calendar

Kim Callis submitted the calendar of activities and reservations at Centennial Park, Parker Park, the South Hill Exchange, and other Town facilities.

Parker Park is now closed, and the restrooms will soon be winterized. Several maintenance tasks (fencing, fieldwork, dugout, and press boxes repairs) will be performed over the next few months. The park will re-open in late February.

ii. Town Council Retreat Reminder

Mr. Callis shared that a Town Council retreat has been scheduled to be held on January 28, 2022 in the large conference room at the R. T. Arnold Library. The retreat will be facilitated by Kimball Payne of the Berkley Group. It will begin promptly at 9:00 a.m. and conclude at approximately 4:00 p.m. Lunch and light refreshments will be provided. An agenda will be provided in January prior to the retreat. Mr. Payne will contact each Council member in January to talk with him/her by telephone prior to the retreat. Anna Cratch will be scheduling the telephone conversations.

B. Finance Report

i. Monthly Financial Report

Sheila Cutrell submitted the financial report for month ended November 30, 2021 as follows:

General Fund	-	\$11,011,523.30	Total Investment Accounts	-	\$15,127,569.56
Water and Sewer Fund	-	4,027,799.44	Total Police Dept. Savings	-	\$ 28,255.62
Cemetery Fund	-	15,620.45	Total Taxes Due Thru 11/30/21	-	\$ 2,130,110.63
2 nd & 3 rd Street Project Fund	-	39.11	(Real Estate and Personal Property, all years)		
Food Insecurity Project Fund	-	(180.68)			
Total in Checking	-	\$15,054,801.62			

ii. Virginia Investment Pool (VIP) Performance

Ms. Cutrell reported that in response to questions raised at the November 8 Council meeting regarding the performance of our investments in the VIP, staff reached out to Steve Mulroy, Managing Director of VML VACo Finance. His response was shared with Council. Points to consider include:

- The 1-3 Year High-Quality Bond Fund invests in a variety of high-quality short-term fixed income securities, including negotiable CDs.
- The 1-3 Year High-Quality Bond Fund is actively managed, so the portfolio manager is able to take advantage of higher rates in a rising rate environment. Rates on CDs, on the other hand, are locked in until maturity, so you may miss out on higher income for a period of time.
- Market timing is not an effective approach as it is nearly impossible to know the inflection points for when the market will turn, generally resulting in underperformance.
- Historically, based on a 1-3 year corporate/government index, more than 95% of the total return of a 1-3-year strategy is from income. The volatility (i.e., price changes) tends to smooth out over time, so for long-term

investors, it is reasonable to focus on the income generated by a 1-3-year fund rather than volatility.

A chart was shared which was prepared by VIP's portfolio manager, Public Trust Advisors, providing additional information about performance and volatility. Key takeaways from the chart include:

- The average annual return of 3-month Treasury Bills was 0.63%. That compares with the 1-3 Year AA/AAA Corporate/Government Index which had an average annual total return of 1.38% -- higher by 0.75% on average *per year* over ten years.
- The offset is that while the 3-month Treasury bill had zero negative return quarters (out of 40) during the ten-year period, the 1-3 year strategy had six negative quarters (Negative quarters are shown by the green line.) It is for this reason that asset allocation is so important. The purpose of the funds and the time horizon for the investment should drive the asset allocation decision. This is why we say that the VIP 1-3 Year Bond Fund is for funds that can be set aside for a year or longer. Over shorter periods, such as a month or a quarter, there is expected to be volatility in a high-quality bond fund, driven primarily by changes in interest rates. The ten-year period covered in the chart includes both rising and falling interest rate periods. The VIP 1-3 Year Bond Fund is rated AA+f/S1 by Standard & Poor's and is a permitted investment in the Code of Virginia for political subdivisions.
- As noted on the chart, the data is based on ICE BofA Fixed Income indices, and past performance is not necessarily indicative of future results.

Councilman Moss commented this account unfortunately lost another \$3,940.64 this month. He mentioned he was informed last month there is no penalty to withdraw the money and he still feels this account is something to evaluate. Kim Callis reported patience is needed over the long haul as this investment account is going to fluctuate up and down, but it has proven to be successful over the years. This fund is invested in a number of different options that are appropriate for local governments, and it has outperformed CDs. Mr. Callis commented if Council wants staff to look at other options, they will. Councilman Moss mentioned if it is performing badly, we should pull the money out and place it in a reserve account until the turmoil settles down and it can be reinvested. Sheila Cutrell commented that over the past year and a half, the market value of these two accounts has increased by over \$127,000.00. Mentioning concerns about performance, Councilman Moss asked if we could withdraw our gains at any time and reinvest them in the community, parks, and infrastructure. Howard Estes commented unless it is a restricted reserve account, the money can obviously be withdrawn and used to pay for capital projects or any other Town expense. Mr. Callis stated we do that whenever we transfer money from the fund balance to meet an expenditure.

C. Police Report

Chief Stuart Bowen submitted the police report for November 2021. Chief Bowen informed Council there were 270 activity incidents, 31 reportable criminal offenses, 1086 calls for service, and \$41,473.00 property recovered. Other miscellaneous included 12 court overtime hours, 56 training hours, 30 warrants issued, and 0 inoperative vehicles tagged.

He included the following administrative news:

- Officer Ryan Mills completed 40 hours Defensive Driving Instructor training at the academy.

- Sergeant Chris Parrott instructed Driving Instructor School at the academy.
- Corporal Brandon Fleming completed TASER Energy Weapon Basic Instructor at the academy.
- Detective Carie Watters completed 40 hours First Line Supervisor training at the Virginia State Police Training Academy in Richmond.

D. Municipal Services Report

C.J. Dean submitted the municipal services report for November 2021 as follows:

- The contractor on the NE Sewer Project has installed the force main and is preparing to conduct the required testing.
- The Town submitted SGR (State of Good Repair) grant applications for funding to resurface streets recently identified by VDOT surveying.
- Work is continuing on the street inventory. Several streets need to be added to the VDOT Municipal Assistance Street Inventory. The inventory and a resolution will be ready for Council next month.
- The Facility and Park crews installed the Christmas tree at the Chamber.
- The Street crew decorated the light poles.
- All departments assisted in getting the Town ready for Hometown Christmas.
- The Public Works crew installed a new main sewer line on Pleasant Street.
- The Town crews are continuing leaf collection. Mr. Dean shared the fall/winter leaf collection schedule with Council.

E. Code Compliance Report

i. Monthly Report

David Hash submitted the report of activity for November 2021 as follows:

Inspections Completed	-	28
Permits Issued	-	18
Fees Collected	-	\$ 1,026.68
UEZ Exemption	-	\$ 0
Rehab Exemption	-	\$ 0
General Exemption	-	\$ 354.96
Work Value	-	\$ 1,026,543.00

There were no new businesses for November.

ii. Dilapidated Properties

Along with the list of completed dilapidated properties since 2016, David Hash and Jamie Velvin submitted a report on the status of 39 dilapidated properties.

iii. Code Inspector Activity Report

Jamie Velvin submitted the Code Inspector Activity Report for November 2021 as follows:

- Met with Dustin Tanner about pending demolition at 506 Moseley Lane
- Contacted Jamie Smiley about pending demolition at 506 Moseley Lane
- Handled bulk waste complaint at 728 Northington Street

- Spoke with the owner and tenant at 112 N. Lunenburg Avenue about bulk waste complaint
- Spoke with the manager at Mecklenburg Manor about dumpster sites and inoperable vehicles
- Spoke with the neighbor near 609 Grazier Street about pending demolition
- Met with the Fire Chief about pending demolition at 609 Grazier Street
- Contacted Lake Gaston Soccer Association about 1214 Plank Road
- Contacted the Town Attorney about notification procedure for demolitions
- Met with the property owner of 400 and 402 Goodes Ferry Road about approaching court date
- Spoke with the family member about Violation Notice and pending demolition at 456 Old Highway Fifty-Eight
- Handled bulk waste complaint in alley behind 121 N. Mecklenburg Avenue
- Spoke with the management of Atlantic Medical and the maintenance staff from 121 N. Mecklenburg Avenue about pallets and debris in alley
- Spoke with the property owner at 419 E. Atlantic Street about missed deadline
- Spoke with the property owner of building on Circle Drive to set new deadline for completion
- Spoke with Dustin Tanner about demolition at 416 Fairview Avenue
- Spoke with the property owner of 416 Fairview Avenue about clean up needed
- Spoke with the management at Roses Store about the conditions around their dumpster site
- Spoke with the property owner of a lot on E. Main Street beside Roses about maintenance needed
- Spoke with the new property owner of 117 Clay Street about repairs and cleanup needed
- One Notice to cut grass sent out
- Six Correction Notices sent out
- Two Violation Notices sent out
- One demolition bid sheet sent out to contractors
- Two inoperable vehicles posted for removal
- Two structures posted with violation notices
- Twenty-one off-premise signs removed
- Monitored all Item B properties for progress with one completed

F. Business Development Report

Brent Morris submitted the business development report for November 2021 as follows:

- We continue the push of recruiting businesses in the downtown and the former Gordmans location as well as new restaurants around Town.
- We are continuing to promote the Façade and Up-fit grant programs to meet the May 31, 2022 deadline for matching funds that the Town was awarded from the Department of Housing and Community Development. In this fiscal year, the Town has paid out \$9,500.00. There is \$17,357.00 in approved applications in the pipeline as work continues to complete the projects, and Mr. Morris is working with multiple building owners on new projects. \$53,142.30 remains in this grant pool.

- Town staff and Mr. Morris worked to assist the South Hill Chamber of Commerce in the setup and breakdown for Hometown Christmas. Chamber President Teri Walker will be updating the Council on the outcome of the event. Mr. Morris thanked the Town staff and Council for their continued support of this popular community event.
- As part of the Rural Community Development Initiative, the Department of Housing and Community Development staff along with Main Street America performed a community market survey for downtown South Hill. As part of this process, 100 surveys were compiled and presented in a two-day round table exercise with stakeholders of the downtown. Matt Wagner with Main Street America is compiling a report on this. Once received, Mr. Morris will provide copies to Council.
- Mr. Morris reported that the first procedural audit for the South Hill Chamber of Commerce was completed by Adams, Jenkins, and Cheatham. Copies may be obtained by contacting Executive Director Shannon Lambert.

G. Human Resources Report

Carol Hutchinson submitted the following administrative news for November 2021:

TRAINING/MEETINGS:

- The COVID-19 Preparedness and Emergency Response Plan for the Town of South Hill was updated with new CDC guidelines. The revised plan was shared with all employees through various meetings and posted in each location. Carol Hutchinson facilitated the update.
- Sheila Cutrell completed the “ARPA Funds: Non-Entitlement Units” within the field of Finance on November 16, 2021. The training was facilitated by the Government Finance Officers Association of the United States and Canada.
- C.J. Dean, Nelson Ratcliffe, Eric Hudson, Brian Bratten, Josh Spence, Allen Elliott, and Mark Novsak attended eight hours of continuing professional education training on Distribution Systems: Operations, Maintenance & Repairs on November 10 at the Town Hall. The training conducted by Mark Norris of Southside Training Services focused on water distribution systems and components, safety, asset management, operations, and maintenance.
- Carol Hutchinson attended a Diversity and Inclusion Hiring Practices webinar on November 3. The webinar was facilitated by Tina Stevenson, VRSA’s Director of HR.

ANNIVERSARY DATES:

- Brandon Campbell 5 years December 31
- Mark Novsak 20 years December 20

OTHER:

- Open Position – Crew Supervisor Water & Sewer
- The Christmas Luncheon is December 15, 2021. Boxed Lunch will be provided for Council and Town Employees.

A motion was made by Councilman Moody, second by Councilwoman Luster, to approve the Reports to Approve as Presented. Motion carried unanimously.

11. COMMITTEE REPORTS

A. Fire Department Committee

Councilwoman Feggins-Boone shared the report for the Fire Department Committee meeting at 10:00 a.m. on November 23, 2021 in Conference Room A of the South Hill Town Hall to discuss payment of the South Hill Volunteer Fire Department's (SHVFD) legal fees related to the part-time labor issue. Committee members present were Councilwomen Feggins-Boone and Luster; Councilman Moss was absent. Town staff present were the Town Manager, the Director of Municipal Services, the Director of Finance and Administration, and the Human Resources Manager. Also present were SHVFD Chief Michael Vaughan and citizen Steve High.

Committee Chair Feggins-Boone opened the meeting and stated its purpose and then asked the Town Manager to comment. Mr. Callis briefly explained that it has always been the Town's intention to help the SHVFD during the pandemic. Staff retained legal counsel to address potential concerns so that we did not put the Town at risk with Department of Labor issues related to part-time workers at the SHVFD who were hired in response to the COVID pandemic. As there were several questions and concerns about the issue, the SHVFD also retained legal counsel. After several meetings, it was agreed these two attorneys would work together to develop a solution to concerns about potential risks with the Department of Labor. The joint memo from the attorneys reflects a solution that they felt could be defended if an employment law issue arose. Chief Vaughan presented copies of invoices from Kaufman & Canoles totaling \$18,200.94. He then stated that the SHVFD was not requesting reimbursement of these legal expenses. He further said he looked into this matter and does not know why it was stated the SHVFD needed air tanks as Mecklenburg County recently paid for new air tanks and the old tanks were sold on GovDeals. He further stated the Town has always stepped up whenever the SHVFD needed help with unexpected expenses and gave a recent example of an unexpected repair that cost almost \$44,000.00, but volunteers are not always aware of these situations where the Town helps. Councilwoman Feggins Boone stated she felt it was a bad precedent to pay legal fees such as these, and as there was no request from the SHVFD for payment, her vote was "no" for any such payment. Councilwoman Luster concurred with those comments and also voted "no" to any payment. Both Councilwomen agreed there was no need for a Special Council Meeting to vote on this matter. As to next steps, Mr. Callis stated he needed to discuss this with the Mayor as he is responsible for calling Special Meetings. Upon doing so, Mayor Marion concurred with the Fire Department Committee that a Special Meeting was not needed and would not be called.

12. APPOINTMENTS

A. South Hill Board of Zoning Appeals (BZA)

Mayor Marion reported the appointment of Charles G. Butts on the BZA will expire December 31, 2021. Mr. Butts has been contacted and agrees to serve another five-year term commencing January 1, 2022 and ending December 31, 2026 if Council so desires.

A motion was made by Councilman Honeycutt, second by Councilwoman Feggins-Boone, to recommend the appointment of Charles G. Butts to the BZA for another five-year term commencing January 1, 2022 and ending December 31, 2026. Motion carried unanimously.

B. South Hill Planning Commission

Mayor Marion reported the Planning Commission appointments of Tammy Manning and Mike Sparkman will expire December 31, 2021. They have been contacted and both agree to serve again if Council so desires. Their four-year terms would commence January 1, 2022 and end December 31, 2025.

A motion was made by Councilman Honeycutt, second by Councilwoman Luster, to reappoint Tammy Manning to the Planning Commission for another four-year term commencing January 1, 2022 and ending December 31, 2025. Motion carried unanimously.

A motion was made by Councilman Moody, second by Councilwoman Luster, to reappoint Mike Sparkman to the Planning Commission for another four-year term commencing January 1, 2022 and ending December 31, 2025. Motion carried unanimously.

C. Southside Planning District Commission (SPDC)

Mayor Marion informed Council the appointment of Kim Callis as the citizen-at-large on the SPDC will expire December 31, 2021. As Mr. Callis serves on the Executive Committee as the Immediate Past Chairman, the SPDC requests his reappointment. He has agreed to serve another four-year term commencing January 1, 2022 and ending December 31, 2025 if Council so desires.

A motion was made by Councilwoman Feggins-Boone, second by Councilwoman Luster, to reappoint Kim Callis to serve another four-year term as the citizen-at-large on the SPDC, commencing January 1, 2022 and ending December 31, 2025. Motion carried unanimously.

13. OLD BUSINESS

There was no old business.

14. NEW BUSINESS

A. Proposed Advisory Committee for Beautification Initiative

Councilman Moss shared his disappointment in the state of the local cemeteries. He stated he would like to see Council encourage people to take pride in the Town with dilapidated properties, start a Town beautification initiative, and set up an advisory board/committee to review how other communities have addressed dilapidated and vacant properties and how they have revitalized their shopping and residential areas. He commented he would like to see the committee comprised of the Town Attorney, Business Development Manager, Code Inspector, Revitalization President, and representatives from the local realtors.

Councilwoman Feggins-Boone stated that as far as the cemetery on Halifax Street, many of the families have been contacted; however, the plots are individually owned. The Town does not own the cemetery nor is it their responsibility. Kim Callis commented the same is true for Oakwood Cemetery. Councilwoman Feggins-Boone went on to say we have a code with the dilapidated properties, a procedure to follow, and someone checks on them. Councilman Moss stated just because something meets code doesn't mean it is the best we can do and there are ways to address these issues. Mr. Callis mentioned having fellow citizens approach them would be a big help. Councilman Joseph Taylor stated he shares the goal that you always want better than the minimum but if Council doesn't follow the code, it sets itself up for a legal challenge. Councilman Ben Taylor commented maybe our part-time Code Inspector needs to be full-time. Councilman Honeycutt announced Council members are entitled to their opinions and this is the forum to share them.

Howard Estes reported the limitations we have are based on state law mainly about public health and safety. He stated reporting issues to the Code Enforcement Officer is the appropriate response. There are limits within our authority.

Attorney Estes commented Council has an agenda and follows Robert's Rules of Order. He stressed the importance of reflecting agenda items on the agenda at the beginning of the meeting. The agenda should be amended if items are going to be added to inform the public of what is going to be discussed. Action is taken on items presented. He mentioned everyone was out of order in the current discussion. Free and open dialogue and debate are more suited to a Work Session setting. Formal agendas should be followed as such.

15. CLOSED SESSION

Legal – § 2.2-3711(A)(7) and Personnel – § 2.2-3711(A)(1)

Pursuant to Legal – § 2.2-3711(A)(7) and Personnel – § 2.2-3711(A)(1) of the Code of Virginia and on **motion of Councilwoman Luster, and second of Councilwoman Feggins-Boone**, the South Hill Town Council entered into **Closed Session** to discuss Legal matters involving Intergovernmental/Agency Agreements for Emergency and Utility Services and a Personnel matter involving Committee Appointments/Issues. Motion carried unanimously.

There was no action taken while in Closed Session on the Legal or Personnel matters.

WHEREAS, the South Hill Town Council has convened a Closed Session on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Sections 2.2-3711(A)(7) and (1) of the Code of Virginia require a certification by this Council that such Closed Session was conducted in conformity with Virginia Law;

NOW THEREFORE, BE IT RESOLVED that the South Hill Town Council hereby certifies that to the best of each member's knowledge, (1) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the Closed Session to which this certification resolution applies, and (2) only such business matters as were identified in the motion convening the Closed Session were heard, discussed, or considered by the South Hill Town Council. **A motion was made by Councilman Moody, second by Councilman Moss**, to approve **Resolution 357**, dated December 13, 2021 and return to **Open Session**. A **roll-call vote** was requested and voiced as follows:

Councilwoman Feggins-Boone-Aye	Councilman Graham-Aye
Councilman Honeycutt-Aye	Councilwoman Luster-Aye
Councilman Moody-Aye	Councilman Moss-Aye
Councilman Ben Taylor-Aye	Councilman Joseph Taylor-Aye.

Motion carried unanimously.

16. OPEN SESSION

There was no action taken in Open Session on the Legal or Personnel matters.

17. ADJOURNMENT

There being no further business matters before the South Hill Town Council, Mayor Marion adjourned the meeting at 10:20 p.m.

VALIDATION

Minutes approved this ____ day of _____, 20____.

Anna B. Cratch, Town Clerk

Dean Marion, Mayor

PREPARED BY AND
AFTER RECORDING RETURN TO:

MID-ATLANTIC BROADBAND COMMUNITIES CORPORATION
715 WILBORN AVENUE
SOUTH BOSTON, VA 24592
ATTENTION: MARK PETTY

DEED OF COMMUNICATIONS SITE EASEMENT AGREEMENT (GROUND)

This DEED OF COMMUNICATIONS SITE EASEMENT AGREEMENT (GROUND) (this "**Agreement**") is entered into this 9th day of December, 2021, between MID-ATLANTIC BROADBAND COMMUNITIES CORPORATION, a Virginia non-stock corporation ("**Grantee**"), and TOWN OF SOUTH HILL, an incorporated town in the Commonwealth of Virginia ("**Grantor**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Grantor is the owner of a parcel of land (the "**Land**") located in the Town of South Hill, Commonwealth of Virginia, commonly known as Parcel Record Number (PRN) 34133 on Map Insert 078A08 Double Circle 06 Parcel Number A1. The Land is more particularly described on the plat attached hereto as Exhibit A (the "**Plat**"), which is hereby incorporated herein by reference. Commencing on the Commencement Date (defined below) and except for the area of Grantor's current utilities, Grantor hereby conveys and grants to Grantee, for the benefit of Grantee, an exclusive, perpetual easement over, under and cross the Land consisting of approximately six thousand one hundred twenty two (6,122) square feet of the Land (the "**Premises**") as more particularly described on the Plat for the purpose of any activity in connection with the provision of communications services and any and all other uses ancillary thereto, and over and across other areas of the Land as necessary for the installation of utilities, and ingress and egress to and from the public right of way and the Premises (the "**Permitted Uses**").
2. **Use and Cooperation.** The Premises may be used by Grantee for the Permitted Uses; provided, that Grantee may not use the Premises as a cellular tower site. Grantor agrees to cooperate with Grantee, at Grantee's expense, in making application for and obtaining all licenses, permits and any and all other approvals that may be necessary for the Permitted Uses.
3. **Tests and Construction.** Grantee shall have the right, at any time following the full execution of this Agreement, to enter upon the Land for the purpose of making appropriate engineering and boundary surveys, inspecting the Premises, performing soil test borings and any other reasonably necessary tests, on the condition that Grantee shall save Grantor harmless from any and all liabilities, claims, expenses and damages to the extent arising out of or in consequence of Grantee's negligence or willful misconduct during such activities.
4. **Term.** The rights granted to Grantee pursuant to this Agreement shall commence on commencement of construction of the Grantee Facilities (the "**Commencement Date**").

5. **Compensation.** There shall be no compensation to the Grantor, material or otherwise, associated with this easement.

6. **Facilities; Utilities; Access.**

(a) Grantee has the right to erect, maintain and operate on, in, under and across the Premises communications facilities, including, without limitation, foundations, communications huts, fiber optic lines, telecommunications systems, external generators, wires, conduits, wireless communications equipment, utility lines, transmission lines, air conditioned equipment, shelters, electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto (the "**Grantee Facilities**"), but shall not construct any towers for purposes of cellular communications and in no event shall the Grantee Facilities exceed twenty (20) feet in height. In connection therewith, Grantee has the right to do all work necessary to prepare, maintain and alter the Premises for Grantee's business operations and to install new fiber optic and other transmission lines as necessary. All of the Grantee's construction and installation work shall be performed at Grantee's sole cost and expense, in compliance with all applicable laws and in a good and workmanlike manner. Title to the Grantee Facilities shall be held by Grantee. All of the Grantee Facilities shall remain Grantee's personal property and shall not be considered fixtures. Grantee has the right to remove all of the Grantee Facilities at its sole expense provided that Grantee repairs any damage to the Premises caused by such removal to the extent practicable.

(b) Grantor agrees to execute such documents and easements as may be reasonably necessary for Grantee and any third parties to run fiber optic and other communication and transmission lines to and from the Premises across any and all land owned by Grantor surrounding the Premises, including, without limitation, the Land; provided, that all such lines shall be run along the outside boundaries of the Land. Any easement necessary for such lines will be at a location mutually acceptable to Grantor and Grantee.

(c) Grantee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Grantee shall have the right to draw electricity and other utilities from the existing utilities on the Land (in which case Grantee's usage shall be measured by separate meter and paid or reimbursed monthly) or obtain separate utility service from any utility company that will provide service to the Land. Subject to review and approval by Grantor, Grantor agrees to execute such documents and easements as may be required by said utility companies to provide such service to the Premises, including, without limitation, the grant to Grantee or to the servicing utility company, at no cost to the Grantee, of an easement in, over, across or through the Land as required by such servicing utility company. Any easement necessary for such power or other utilities will be at a location mutually acceptable to Grantor, Grantee and the servicing utility company.

Grantee shall secure Grantee's Facilities and shall, at a minimum, provide security fencing around the perimeter of Grantee's Facilities. Grantee agrees to secure Grantor's advance written approval for the specific location and extent of Grantee's Facilities and fencing, with such approval not to be unreasonably withheld or delayed.

(d) Grantee, Grantee's employees, agents, contractors, lenders, subtenants and invitees shall have access to the Premises without notice twenty-four (24) hours a day, seven (7) days a

week, at no charge. Grantor and Grantee agree that Grantee shall exclusively access the Premises from Tunstall Road.

(e) Grantor covenants and agrees, for itself and its successors and assigns, to execute such other documents, and take such further actions, as may be reasonably requested by Grantee in order to carry out the provisions and intent of this Agreement.

(f) Grantee agrees to relocate at its sole expense any underground utility lines belonging to the Grantor that may conflict with any activity or activities initiated by the Grantee.

7. Interference.

(a) Grantee shall operate the Grantee Facilities in a manner that will not cause unreasonable disturbance (given the nature of Grantee's operations on the Premises) to Grantor. All operations by Grantee shall be in compliance with, to the extent applicable, all Federal Communications Commission ("FCC") or any other local, state or federal agency having jurisdiction requirements.

8. Taxes. If personal property taxes are assessed, Grantee shall pay any portion of such taxes directly attributable to the Grantee Facilities. Grantor shall pay all real property taxes, assessments and deferred taxes on the Land, if any, including, without limitation, the Premises.

9. Waiver of Grantor's Lien.

(a) Grantor waives any lien rights it may have (whether arising by statute, common law or otherwise) concerning the Grantee Facilities, which are deemed Grantee's personal property and not fixtures, and Grantee has the right to remove the same at any time without Grantor's consent.

10. Termination. This Agreement may be terminated without further liability on one hundred eighty (180) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; provided, that in the event any such default cannot reasonably be cured within such 60-day period of time, Grantee shall have as much time as is reasonably necessary to cure the same so long as Grantee commences such cure within such 60-day period and diligently pursues such cure thereafter; or (ii) by Grantee for any reason or for no reason; provided, that Grantee delivers written notice of early termination to Grantor no later than thirty (30) days prior to the Commencement Date; or (iii) by Grantee if it does not obtain or maintain any license, permit or other approval necessary for the construction and operation of Grantee Facilities; or (iv) by Grantee if Grantee is unable to occupy and utilize the Premises due to an action of the FCC or any other local, state or federal agency having jurisdiction; (v) by Grantee if Grantee determines that the Premises are no longer appropriate for its operations for economic or technological reasons, including, without limitation, interference; or (vi) by Grantor under operation of state or federal law or by a court having jurisdiction over the subject matter of this Agreement.

11. Destruction or Condemnation. Grantee shall ensure that Grantor's utilities sited on the land, particularly the existing underground pipe that crosses the Land, remain undisturbed and in good operating condition during the siting and construction of Grantee's Facilities. Grantee shall indemnify Grantor otherwise for costs related to any repairs to Grantor's utilities as a result of the

siting or construction of Grantee's Facilities. If the Premises or Grantee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation, Grantee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Grantor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation.

12. **Insurance.** Grantee, at Grantee's sole cost and expense, shall procure and maintain on the Premises and on the Grantee Facilities, commercial general liability insurance with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000) per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of Grantee, its employees and agents arising out of or in connection with Grantee's use of the Premises, all as provided for herein. Grantor shall be named as an additional insured on Grantee's policy. Grantee shall provide to Grantor a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the Commencement Date and upon written request, but not more than once annually. Grantor shall insure its and its members' officers', directors', employees', agents' and invitees' activities in, on and about the Land with the same type and level of insurance as is required of Grantee above and shall provide evidence of the same upon Grantee's request.

13. **Waiver of Subrogation.** Grantor and Grantee release each other and their respective officers, directors, members, principals, employees, representatives and agents, from any claims for damage to any person or to the Premises or to the Grantee Facilities thereon caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage to the extent of insurance proceeds actually received. Grantor and Grantee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

14. **Assignment and Subletting.** With express approval of Grantor and provided Grantee is not in default of this Agreement beyond all applicable notice and cure periods herein provided, Grantee may assign this Agreement or sublet or license the Premises or any portion thereof to any entity for the Permitted Use. Upon assignment of this Agreement, Grantee shall be relieved of all future performances, liabilities, and obligations under this Agreement, subject to the assignee assuming all of Grantee's future obligations herein. Grantor may assign this Agreement upon written notice to Grantee, subject to the assignee assuming all of the Grantor's obligations herein. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assignees. Notwithstanding anything to the contrary contained in this Agreement, Grantee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Grantee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

15.

16. **Repairs and Indemnification.** Grantee shall not be required to make any repairs to the Premises or Land unless such repairs shall be necessitated by reason of the negligence or willful

misconduct of Grantee. Subject to provisions in Section 6(a) regarding removal of the Grantee Facilities, upon expiration or termination hereof, Grantee shall restore the Premises to the condition in which it existed upon execution hereof to the extent practicable, reasonable wear and tear and loss by casualty or other causes beyond Grantee's control excepted.

17. **Hazardous Substances.** Grantee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Grantor represents, warrants and agrees (1) that neither Grantor nor, to Grantor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Grantor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Grantor and Grantee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "**Hazardous Material**" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall remain and be responsible and liable for any and all violations of environmental laws on, in and under the Land not caused by Grantee, its agents, employees or invitees. This paragraph shall survive the termination of this Agreement.

18. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Grantor: Town of South Hill, Virginia
 211 S. Mecklenburg Avenue

South Hill, VA 23970

Grantee: Mid-Atlantic Broadband Communities Corporation
715 Wilborn Avenue
South Boston, VA 24592

Grantor or Grantee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the Commonwealth of Virginia in which the Premises is located.

(f) In the event the Land is encumbered by a mortgage or deed of trust, Grantor agrees to obtain and furnish to Grantee, promptly after the full execution of this Agreement and subject to Grantee's discretion, a non-disturbance and attornment instrument for each such mortgage or deed of trust, in form and substance reasonably acceptable to Grantee.

(g) Grantee may obtain title insurance on its interest in the Land. Grantor shall cooperate by executing all documentation reasonably required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement and are hereby incorporated herein by reference.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) In the event of any litigation between Grantor and Grantee, the parties hereto agree that the prevailing party in such litigation shall be entitled to reimbursement of its reasonable attorneys' fees associated with such litigation from the non-prevailing party.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

TOWN OF SOUTH HILL, VIRGINIA

By: Kim Callis

Name: Kim Callis

Title: Town Manager

Date: 12/14/21

STATE OF Virginia
COUNTY OF Mecklenburg

I, the undersigned, a notary public in and for said county in said state, hereby certify that Kim Callis who is Town Manager of Town of South Hill, an incorporated town in the Commonwealth of Virginia, signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 14th day of December, 2021.

Anna B. Cratch
Notary Public

My commission expires: June 30, 2022



(NOTARIAL SEAL)

GRANTEE:

MID-ATLANTIC BROADBAND
COMMUNITIES CORPORATION

By: [Signature]
Name: Tad Deriso
Title: President & CEO
Date: Dec 9, 2021

STATE OF Virginia

COUNTY OF Halifax

I, the undersigned, a notary public in and for said county in said state, hereby certify that Thomas Deriso who is CEO of Mid-Atlantic Broadband Communities Corporation, a Virginia non-stock corporation, signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 9th day of December, 2019.

[Signature]
Notary Public

My commission expires: March 31, 2025

(NOTARIAL SEAL)

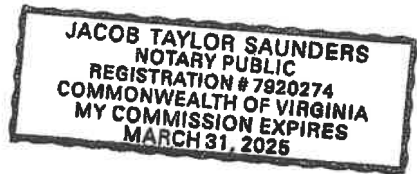
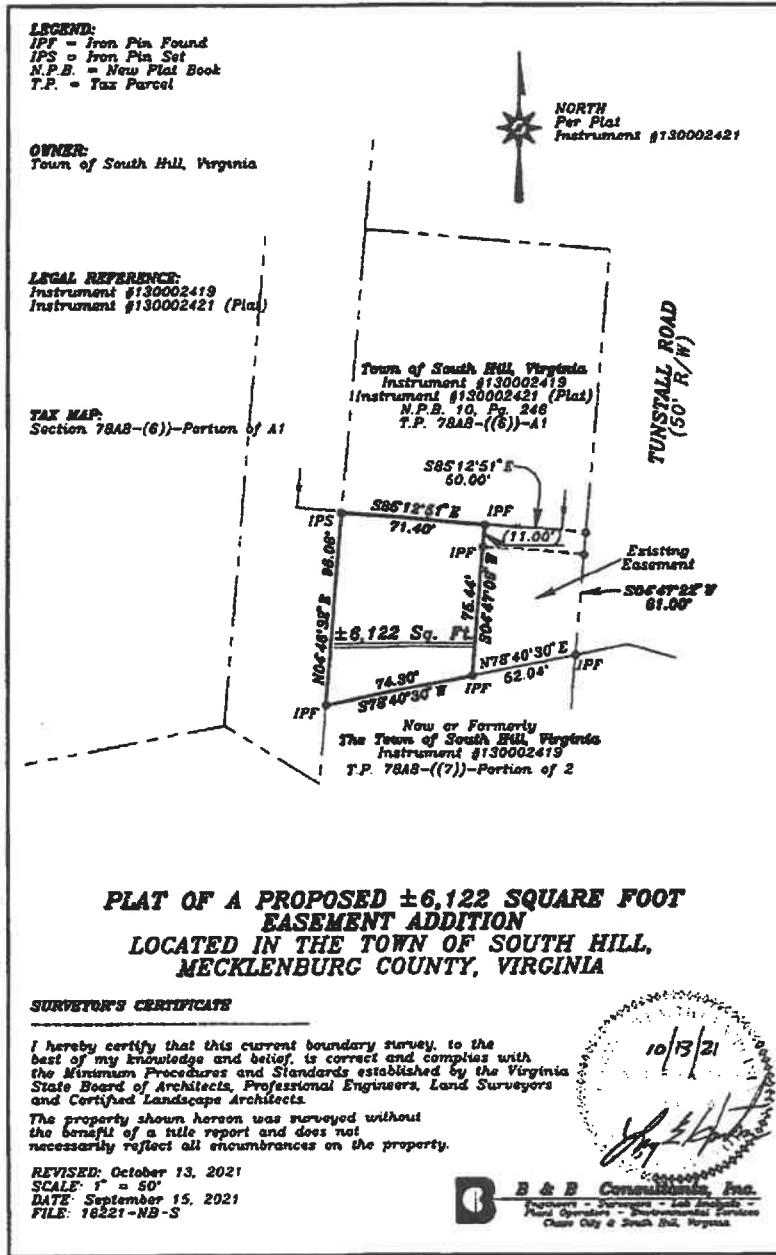


EXHIBIT A

PLAT



INSTRUMENT 210006113
 RECORDED IN THE CLERK'S OFFICE OF
 MECKLENBURG COUNTY CIRCUIT ON
 DECEMBER 15, 2021 AT 10:59 AM
 MICHELLE G. GORDON, CLERK
 RECORDED BY: ACP

PREPARED BY & RETURN TO:
Russell O. Slayton, Jr. (VSB #14202)
Slayton & Clary
Post Office Box 580
Lawrenceville, Virginia 23868
TMP 078A08-06-A1, PRN 34133 (portion of)
Consideration: GIFT

THIS DEED OF GIFT is made this 13th day of December, 2021, by and between TOWN OF SOUTH HILL, VIRGINIA (“Town”), a municipal corporation of the Commonwealth of Virginia, and INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF SOUTH HILL, VIRGINIA (“IDA”), a political subdivision of the Commonwealth of Virginia, Grantors, and MICROSOFT CORPORATION (“Microsoft”), a Washington corporation, One Microsoft Way, Redmond, Washington 98054, Grantee.

WITNESSETH: That with the donative intent to effect an irrevocable transfer of title, and without requirement of consideration from Microsoft, Town of South Hill, Virginia hereby relinquishes, quitclaims and releases unto MICROSOFT CORPORATION all of its right, title and interest, if any, in and to the following described real property, to-wit:

“That certain parcel of land situate in the Town of South Hill, Mecklenburg County, Virginia, containing 0.51 acre (the ‘Lot’), according to a survey and plat thereof prepared by B&B Consultants, Inc., dated August 7, 2012 (file No. 10612-NB-S), hereto attached and incorporated herein by reference as Exhibit A.”

The subject 0.51 acre parcel is in all respects the identical property conveyed from The Industrial Development Authority of the Town of South Hill, Virginia, to The Town of South Hill, Virginia, by Quit-Claim Deed dated June 17, 2013, recorded in the Clerk’s Office of the Circuit Court for Mecklenburg County, Virginia, as Instrument Number 130002419.

FURTHER WITNESSETH: That with the donative intent to effect an irrevocable transfer of title, and without requirement of consideration from Microsoft, Industrial Development Authority of the Town of South Hill, Virginia hereby relinquishes, quitclaims and releases unto MICROSOFT CORPORATION all of its right, title and interest, if any, in and to the following described property, to-wit:

“That certain parcel of land situate in the Town of South Hill, Mecklenburg County, Virginia, containing 0.51 acre (the ‘Lot’), according to a survey and plat thereof prepared by B&B Consultants, Inc., dated August 7, 2012 (file No. 10612-NB-S), hereto attached and incorporated herein by reference as Exhibit A.”

The subject 0.51 acre parcel is in all respects the identical property conveyed from The Industrial Development Authority of the Town of South Hill, Virginia, to The Town of South Hill, Virginia, by Quit-Claim Deed dated June 17, 2013, recorded in the Clerk’s Office of the Circuit Court for Mecklenburg County, Virginia, as Instrument Number 130002419.

ASSIGNEE DESIGNATION: The aforesaid deed recorded as Instrument Number 130002419 included the following language: “As a matter of information, the Lot adjoins other lands of the Grantee, is permanently annexed thereto and shall not be conveyed except as a part and parcel thereof unless it is reconveyed to the Grantor or its assigns.” IDA hereby certifies that the property from which the 0.51 acre parcel was partitioned is a portion of the property conveyed from IDA to Microsoft by deed dated December 15, 2020, recorded as Instrument Number 200005147, and accordingly, Microsoft, not IDA, is the party to which the subject 0.51 acre parcel should be conveyed. IDA hereby confirms its designation of Microsoft as its assignee as provided for in the aforesaid deed recorded as Instrument Number 130002419.

PARCEL CONSOLIDATION: As shown on plat prepared by B & B Consultants, Inc., dated November 9, 2020, recorded as Instrument Number 200005011, the subject 0.51 acre parcel is being consolidated with the property now owned by Microsoft, which Microsoft acquired by operation of the aforesaid deed recorded as

Instrument Number 200005147, as a result of which Microsoft will hereafter own one parcel of land, a portion of which is the subject 0.51 acre parcel, and the remainder of which is a parcel conveyed to Microsoft by operation of the aforesaid deed recorded as Instrument Number 200005147.

This conveyance is also made subject to all easements, conditions, restrictions and encumbrances which are of record, and any amendments or supplements thereto, if any, or which may be disclosed by a current survey of the subject property, or a personal inspection of the subject property, which may lawfully affect title to the subject property.

IN WITNESS WHEREOF, this deed is executed on behalf of the Town of South Hill, Virginia, by its Mayor and duly authorized officer, and on behalf of the Industrial Development Authority of the Town of South Hill, Virginia, by the Chair of its Board of Directors and duly authorized officer.

TOWN OF SOUTH HILL, VIRGINIA

By: Kim Callis (SEAL)
Kim Callis, Town Manager

STATE OF VIRGINIA,
COUNTY OF MECKLENBURG, to-wit:

The foregoing instrument was personally acknowledged before me this 14th day of December, 2021, on behalf of the Town of South Hill, Virginia, by Kim Callis, its Town Manager.

Anna B. Gratch
Notary Public

My commission expires: June 30, 2022
Notary Registration Number: 325012



SIGNATURE PAGE TO DEED OF GIFT DATED NOVEMBER 17, 2021
FROM TOWN OF SOUTH HILL, VIRGINIA AND INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE TOWN OF SOUTH HILL, VIRGINIA, GRANTORS,
AND MICROSOFT CORPORATION, GRANTEE

INDUSTRIAL DEVELOPMENT AUTHORITY OF THE
TOWN OF SOUTH HILL, VIRGINIA

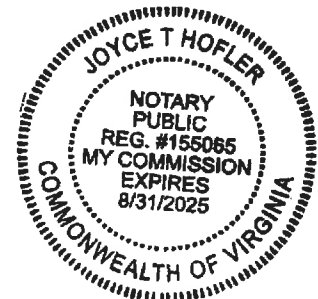
By: *Spencer Crowder* (SEAL)
Spencer Crowder, Chair, Board of Directors

STATE OF VIRGINIA,
COUNTY OF MECKLENBURG, to-wit:

The foregoing instrument was personally acknowledged before me this 29th-day of
November, 2021, on behalf of the Industrial Development Authority of the Town of South
Hill, Virginia, by Spencer Crowder, Chair of its Board of Directors and duly authorized
officer.

Joyce T. Hofler
Notary Public

My Commission expires: August 31, 2025
Notary Registration Number: 0155065.



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INSTRUMENT 210006114
RECORDED IN THE CLERK'S OFFICE OF
MECKLENBURG COUNTY CIRCUIT ON
DECEMBER 15, 2021 AT 10:59 AM
MICHELLE G. GORDON, CLERK
RECORDED BY: ACP



**SOUTH HILL TOWN COUNCIL
REGULAR MEETING AGENDA
MONDAY, DECEMBER 13, 2021, 7:00 PM**

Town Hall Council Chambers ~ 211 S. Mecklenburg Avenue ~ South Hill, Virginia 23970

(Please silence all cell phones while Council is in session.)

1. Call to Order
2. Invocation
3. Roll Call
4. Approval of Minutes – November 8, 2021
5. FY21 Audit Review by Robin Jones
6. Citizens to Address Council *(Comments are limited to three minutes.)*
 - A. Teri Newman Walker, President of the South Hill Chamber of Commerce – Hometown Christmas 2021 Recap
7. Public Hearings
 - A. David Hash – SE 2021-4, Request by B&D Auto Rentals to utilize 609 E. Atlantic Street for Automobile Sales and Service
8. Town Manager Report
 - A. Fire Department Appropriation
 - B. Mid-Atlantic Broadband Communities Corporation Easement
 - C. Microsoft Request for Hillcrest Acreage
 - D. Highway 47 Water Treatment Plant Disposition
9. Finance Report
 - A. Appropriation of proceeds from sale of surplus items belonging to the Fire Department
 - B. Appropriation of 2022 Virginia Statewide Business District Resurgence Grant Funds
 - C. Appropriation of COVID-19 ARPA SLFRF Funds
10. Reports to Approve as Presented
 - A. Town Manager Report
 - i. Facilities Reservation Calendar
 - ii. Town Council Retreat Reminder
 - B. Finance Report
 - i. Monthly Financial Report
 - ii. Virginia Investment Pool Performance
 - C. Police Report
 - D. Municipal Services Report
 - E. Code Compliance Report
 - i. Monthly Report
 - ii. Dilapidated Properties
 - iii. Code Inspector Activity Report
 - F. Business Development Report
 - G. Human Resources Report
11. Committee Reports
 - A. Fire Department Committee
12. Appointments

- A. Board of Zoning Appeals
 - B. South Hill Planning Commission
 - C. Southside Planning District Commission
-
- 13. Old Business
 - 14. New Business
 - 15. Closed Session
 - A. Legal, Section 2.2-3711 (A)(7)
 - 16. Open Session
 - 17. Adjournment