



Regular Council Meeting

A G E N D A

September 13, 2022

7:00 p.m.

Administrative

Approval of Minutes
Report of Town Manager
Appearances before Council
Council Comments
Report of Council Committees
Revisions to Agenda

Public Hearings

Consent Agenda (roll call)

Old Business

New Business

- 1-PW-6-1-1-9-13 Presentation – Liberty High School – Homecoming Parade
- 2-CC-15-1-9-13 Presentation – Enterprise Lease Program
- 3-P/CD-1-1-9-13 Certificate of Satisfaction – Housing Rehabilitation Lien – Jake Carter – Tax Map 195-5-2-4T (roll call)
- 4-FIN-2-41-9-13 FY23 Budget Amendment for Electric Department Copper Wire Surplus (roll call)
- 5-FIN-2-41-9-13 FY23 Budget Amendment for General Fund Expenditures (roll call)

Work Session – Financial Statements

Closed session pursuant to Section 2.2-3711 (a) (3) of the Code of Virginia of 1950, as amended, for the acquisition or disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position

Citizens may watch the meeting in real time via the Town of Bedford Live Stream website: <https://www.bedfordva.gov/1356/Live-Stream>

Liberty High School
Student Council Association
100 Liberty Minutemen Drive
Bedford, VA 24523

Mr. Barrett Warner, Manager
Town of Bedford
215 E Main Street
Bedford, VA 24523

Re: Liberty High School Homecoming Parade
Friday, October 7, 5:30 PM

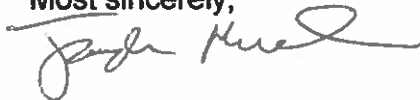
Dear Mr. Warner and Council Members

We are writing to request permission to speak at your upcoming meeting on September 13, 2022. We want to request your assistance again this year with our Homecoming Parade. We appreciate your time and support of this annual event with our homecoming activities.

The SCA Board plans to continue the same route we have utilized for many years starting around the Primary School on College Street and ending after we go through town to the Court House. Please let us know if you have any recommendations on changes to this plan.

We look forward to seeing for this meeting and hope your schedule will permit you to join us for the parade and then the football game on October 7, 2022.

Most sincerely,



Jayden Hurt, SCA President



Jeanne B. Willis, SCA Advisor, Liberty High School

**TOWN OF BEDFORD, VIRGINIA
TOWN COUNCIL
ACTION FORM**

ITEM: Certificate of Satisfaction – Housing Rehabilitation Lien – Jake Carter – Tax Map 195-5-2-4T

DATE OF COUNCIL MEETING: September 13, 2022

DATE: September 6, 2022

On March 28, 1991, the Town of Bedford entered into a “Deed of Trust securing a grant for rehabilitation of real property” through a Virginia Department of Housing and Community Development grant for Tax Map 195-5-2-4T at 1008 Madison Street. The Deed of Trust was with owner Jake Carter and was recorded in deed book 793 pages 80 through 87. The deed allows for grant forgiveness five years after the date of compliance, which required Mr. Carter to live in the house for five years as his principal residence (Paragraph 2(f), pages 83-84).

The attorney for the Carter family did not find a recorded release for certification of compliance. However, Mr. Carter’s attorney believes he lived in the subject house until his passing in 2008 and the property is still in the name of Jake E. Carter. This habitation and ownership would meet the five-year term of compliance provision for forgiveness. The Town as the original Beneficiary could release the property from the lien of the Deed of Trust. This would require action by Council to sign the Certificate of Satisfaction presented by the attorney for the Carter family.

ACTION REQUESTED:

In consultation with the Town Attorney, the Town Council is requested to authorize the Mayor to sign the Certificate of Satisfaction (attached) to release the lien of the deed of trust at 1008 Madison Street.

Attachments:

1. Deed of Trust
2. Certificate of Satisfaction

		YES	NO	OTHER	ROUTING	
DATE: _____	BLACK	()	()	()	TOWN ATTY. ()	I.T. ()
	CARSON	()	()	()	COMM. DEV. ()	POLICE ()
APPROVED ()	HAILEY	()	()	()	ELECTRIC ()	PUBLIC SERV. ()
DENIED ()	HARTWICK	()	()	()	ENGINEERING ()	OTHER _____ ()
DEFERRED TO:	JOHANNESSEN	()	()	()	FINANCE ()	
_____	SHOEN	()	()	()	FIRE DEPT. ()	
	STANLEY	()	()	()	H.R. ()	

002060

BOOK 793 PAGE 80

DEED OF TRUST SECURING A GRANT
FOR REHABILITATION OF REAL PROPERTY

THIS DEED OF TRUST, made and entered into this the 28th day of March, 1991, by and between JAKE E. CARTER, hereinafter designated as "Grantor(s); and T. Henry Clarke, IV, of Bedford County, Virginia, and Jack A. Gross, of the City of Bedford, Virginia, Trustees, hereinafter designated as "Trustees;" and the City of Bedford, Virginia, the legal holder of that certain note hereinafter described and secured, or any modification, renewals or extensions thereof, in whole or in part, hereinafter designated as "Beneficiary".

W I T N E S S E T H:

The Grantors hereby grant and convey unto the Trustee, with covenants of General Warranty of Title, the following described real estate, with all appurtenances thereunto belonging, lying and being in the City of Bedford, State of Virginia, and more particularly described as follows:

All that certain lot or parcel of land lying and being in the City of Bedford on Madison Street and fronting 50 feet thereon, and extending back an even width, a distance of 142.5 feet to an alley and being Lot 4 in Block 2 as shown on a plat and survey of Greenwood Land Co. and being the same lot or parcel of land that was granted and conveyed to Monroe Lee Johnson by deed dated September 25, 1963 of record in the Office of the Clerk, Circuit Court, Bedford County, Virginia in Deed Book 314 at page 759, to which reference is herein made for a more full and particular description of the lot or parcel of land being granted and conveyed.

Being the same property conveyed to Jake E. and Joyce A. Carter from Leslie E. and Lucy F. Johnson, Frances J. and H.A. Stillman and Murl J. and Anthony A. Vicino, by deed dated October 26, 1970, recorded in Deed Book 365, page 177, Circuit Court Clerk's Office of Bedford County, Virginia.

Being the same real property conveyed to Jake E. Carter from Jake E. Carter and Joyce A. Carter, by deed dated September 21, 1978, recorded in Deed Book 528, page 236, aforesaid Clerk's Office.

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this deed of trust; and all of the foregoing, together with said property are herein referred to as the "Property";

IN TRUST, HOWEVER, to secure unto the Beneficiary the payment of a certain indebtedness in the principal sum of \$18,850.00 said indebtedness being evidenced by a non-interest bearing promissory note of even date herewith made by Jake E. Carter, payable to the Beneficiary at the Municipal Building, 215 E. Main Street, Bedford, Virginia under the following terms and conditions:

(1) Grantor(s), shall own, possess fee simple title in, and maintain said real property secured herein as Grantor's principal residence (as defined by the Virginia Department of Housing & Community Development guidelines) for a period of five (5) years from the date of this instrument; or if Grantor is the fee simple investor/owner of rental property secured herein, Grantor shall rent said property exclusively to a Low and Middle Income (IMI) tenant, as defined by the guidelines provided the Beneficiary by

the Virginia Department of Housing & Community Development, for a period of five (5) years from the date of this instrument; provided; however, that said investor/owner shall not be in compliance with said guidelines if the LMI tenant pays an annual rental amount to Grantor in excess of thirty percent (30%) of tenants adjusted annual income including all utility payments.

(2) In the event that the Grantor(s) does not comply with requirements of ownership as set forth in paragraph 1 herein, or in the performance or discharge of any obligation or condition contained in this Deed of Trust, the Beneficiary, at its option, with or without notice, may declare the entire unforgiven portion of the note and any indebtedness owed to the Beneficiary hereby secured, immediately due and payable as follows:

(a) If the Grantor in any manner conveys title to the secured property, ceases to occupy the real property, as Grantor's principal residence; or if an investor/owner at any time ceases to rent said premises to a LMI tenant, in accordance with the Virginia Department of Housing & Community Development guidelines, during the first year after the execution of this instrument, then the Grantor shall repay 100% of the principal loan amount to the Beneficiary.

(b) If the Grantor in any manner conveys title to the secured property, ceases to occupy the real property, as Grantor's principal residence; or if an investor/owner at any time ceases to rent said premises to a LMI tenant, in accordance with the Virginia Department of Housing & Community Development guidelines, during

the second year after the execution of this instrument, then the Grantor shall repay 80% of the principal loan amount to the Beneficiary.

(c) If the Grantor in any manner conveys title to the secured property, ceases to occupy the real property, as Grantor's principal residence; or if an investor/owner at any time ceases to rent said premises to a LMI tenant, in accordance with the Virginia Department of Housing & Community Development guidelines during the third year after the execution of this instrument, then the Grantor shall repay 60% of the principal loan amount to the Beneficiary.

(d) If the Grantor in any manner conveys title to the secured property, ceases to occupy the real property, as Grantor's principal residence; or if an investor/owner at any time ceases to rent said premises to a LMI tenant, in accordance with the Virginia Department of Housing & Community Development guidelines, during the fourth year after the execution of this instrument, then the Grantor shall repay 40% of the principal amount to the Beneficiary.

(e) If the Grantor in any manner conveys title to the secured property, ceases to occupy the real property, as Grantor's principal residence; or if an investor/owner at any time ceases to rent said premises to a LMI tenant, in accordance with the Virginia Department of Housing & Community Development guidelines, during the fifth year after the execution of this instrument, then the Grantor shall repay 20% of the principal loan amount to the Beneficiary.

(f) In the event that the Grantor complies with the

provisions of paragraph 1 herein, for a term of five years, the principal amount of this obligation shall be completely forgiven by the Beneficiary and upon the completion of the five year period, the Beneficiary shall release the said property from the lien of this Deed of Trust upon certification of compliance by the Beneficiary.

(3) In the event that the Grantor should die or become institutionalized at any time during the five year term of this Deed of Trust, the remaining unforgiven portion of principal shall be forgiven by the Beneficiary and the Beneficiary shall release the said real property from the lien of this Deed of Trust upon receipt of a certificate of death or sufficient proof of institutionalization to the Beneficiary.

THIS DEED OF TRUST shall be construed to impose and confer upon the parties hereto all duties, rights, and obligations prescribed in Sections 55-59 through 55-59.4 and 55-60 of the Code of Virginia of 1950, as amended, to date, in like manner as if the same were expressly set forth herein, except so far as may be herein otherwise provided; and the following provisions of said Sections are hereby incorporated in and made a part of this deed of trust in the respective short forms, with the full meaning and intent as expressed and set forth therein; namely:

- (a) "Exemptions waived."
- (b) "Subject to all upon default."
- (c) "Insurance required:" An amount equal to

the principal sum herein secured.

- (d) "Advertisement required:" Once a week for two successive weeks in Bedford Bulletin or some newspaper having general circulation in the county or city in which the above property lies.
- (e) "Substitution of trustee permitted."

If default is made as to any part of the debt herein secured or as to any of the covenants or agreements herein contained or contained in the Note, the Trustee may immediately enter upon and take possession of the Property, at the Trustee's discretion, and take over any existing leases or cause said property to be rented pending a sale hereunder, and collect the rents therefrom and apply the same as is provided by law for the disposition of the proceeds of sale.

The Grantors further covenant that the Grantors are seized in fee simple of the Property; that the Grantors have the right to convey the same; that it is free of encumbrances except as herein mentioned; that the Grantors will execute all such further assurances of title as may be required and that any purchaser from the Trustee shall have quiet and peaceable possession of the Property.

The Grantors agree to pay all real estate taxes, assessments and other charges that may be assessed against said property promptly as they become due and payable; to keep the secured

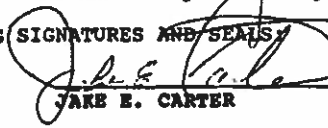
property in good and proper repair; to keep the property insured against loss or damage by fire in the sum of not less than \$22,300.00, with an insurance company satisfactory to Beneficiary until such time as said obligation is satisfied in full.

All covenants and agreements of the Grantors herein contained shall extend to and bind Grantor's heirs, devisees, executors, administrators, successors and assigns; and all powers conferred and duties imposed upon the Trustee may be exercised and discharged by any Trustee or Trustees substituted in his place. Beneficiary shall have the rights and power, at its sole discretion to substitute Trustees for any reason whatsoever.

Beneficiary may make or cause to be made reasonable entries upon and inspection of the Property. Beneficiary may, but need not, pay and discharge any lien or charge upon the Property (whether now existing or hereafter created, or suffered by, Grantors) in order to protect its interest in the Property, and the sums so paid (including all expenses and fees incurred by Beneficiary) shall be added to, and become a part of, the indebtedness secured by this Deed of Trust, and shall bear interest at the highest rate as the indebtedness evidenced by the Note.

Any forbearance by Beneficiary as to any rights or options Beneficiary may have under the terms of this Deed of Trust, or under applicable law, shall not be construed as a waiver of, or preclude the exercise of, the same or any other right or option.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

 (SEAL)
JAKE E. CARTER

STATE OF VIRGINIA,
CITY OF BEDFORD, TO-WIT:

The foregoing instrument was acknowledged before me this 28th day of March, 1991, by Jake E. Carter.

Jamie E. Yule
Notary Public

My commission expires: 2-26-93

VSLF	145	1.20	
State Tax	039	28.35	VIRGINIA: in the Clerk's Office of the
County Tax	213		Circuit Court of Bedford County, Va.
City Tax	214	9.45	<u>Apr. 30 1991</u> this writing with
Co. Transfer	212		
City Transfer	222		was admitted to record at <u>2:14</u> o'clock
Clerk's Fee	301	7.00	<u>7</u> A.M. and the Tax imposed by Section
State Tax	038		58.1-802 of the Code in the amount of
County Tax	220		<u>8</u> has been paid.
City Tax	223		TESTE: CAROL W. BLACK, CLERK
Postage	360		
Taxes		36.80	By <u>Carol W. Black</u> Dep. Clerk
DB	793	pg 80	

Admitted 4/15/91
Carol W. Black, Jr.

CERTIFICATE AND AFFIDAVIT OF SATISFACTION
COMMONWEALTH OF VIRGINIA VA. CODE §§ 55.1-339 to 55.1-345

..... **Bedford County** **Circuit Court**
 is the location of the following record referenced by this certificate:

..... **03/28/1991** **793** **80** **002060**
 DATE, [] DEED OF TRUST [] OTHER LIEN DEED BOOK NO. PAGE NO. INSTRUMENT NUMBER

..... **RPC # 80500556 Map # 195-5-2-4T**
 PARCEL IDENTIFICATION NUMBER/TAX MAP NUMBER

..... **Jake E. CARTER**
 NAME(S) OF GRANTOR(S)/MAKER(S)

..... **T. Henry CLARKE, IV and Jack A. GROSS**
 NAME(S) OF TRUSTEE(S)

..... \$ **18,850.00**
 AMOUNTS AND TOTAL OF NOTE(S)

I/WE, lien creditor, settlement agent, or title insurance company, who made payment in satisfaction of the above-mentioned note(s) secured by the above-mentioned deed of trust or other lien, do hereby certify that the same has/have been paid in full, and the lien therein created and retained is hereby released.

..... DATE AUTHORIZED SIGNER

- [] LIEN CREDITOR
- [] SETTLEMENT AGENT (RESA Registration No.)
 (Settlement Agent's AFFIDAVIT and NOTICE OF INTENT is attached.)
 Pursuant to authority granted by Virginia Code § 55.1-339(E)
- [] TITLE INSURANCE COMPANY (Title Insurance Company's Affidavit and Notice of Intent is attached.)
 Pursuant to authority granted by Virginia Code § 55.1-339(E)

State/Commonwealth of [] City [] County of

Acknowledged, subscribed and sworn to before me this day of , 20

by
 LIEN CREDITOR, SETTLEMENT AGENT OR TITLE INSURANCE COMPANY

..... PRINTED NAME OF NOTARY PUBLIC SIGNATURE OF NOTARY PUBLIC
 (My commission expires)
 Registration No.

VIRGINIA:
IN THE CLERK'S OFFICE OF THE CIRCUIT COURT

This certificate and affidavit of satisfaction was presented and, with the Certificate annexed, admitted to record on

..... at m.
 DATE TIME

Clerk's fee of \$ have been paid.

....., Clerk by Deputy Clerk

**TOWN OF BEDFORD, VIRGINIA
TOWN COUNCIL
ACTION FORM**

ITEM: FY23 Budget Amendment for Electric Department Copper Wire Surplus

DATE OF COUNCIL MEETING: September 13, 2022

DATE: August 26, 2022

PRESENTATION:

During operations at the Snowden Hydro Plant, 1050' of original and unused copper cable was identified for surplus. The Department contacted four vendors to obtain the best possible price for the recycled wire. The end result was a surplus check from the vendor of \$5,610.10. The Electric Department would like to request for Council consideration of appropriating the funding received to the Hydro Infrastructure Improvement Capital Fund Account to assist with needed maintenance and repair.

ACTION REQUESTED:

Town Council is requested to approve the following budget amendment which will appropriate funding to the Electric Department for surplus funds received.

<i>Budget Entry:</i>		
Revenue Increase		
190057-419204	Recoveries & Rebates	\$5,610
590091-451101	Transfer In – Electric	\$5,610
Expenditure Increase		
19989600-592018	Trans to Electric Cap. Proj.	\$5,610
59981920-582419	Hydro Infrastructure Imp.	\$5,610

		YES	NO	OTHER		<u>ROUTING</u>
DATE: _____	BLACK	()	()	()	TOWN ATTY. ()	I.T. ()
	CARSON	()	()	()	COMM. DEV. ()	POLICE ()
APPROVED ()	HAILEY	()	()	()	ELECTRIC ()	PUBLIC SERV. ()
DENIED ()	HARTWICK	()	()	()	ENGINEERING ()	OTHER _____ ()
DEFERRED TO:	JOHANNESSEN	()	()	()	FINANCE ()	
_____	SHOEN	()	()	()	FIRE DEPT. ()	
	STANLEY	()	()	()	H.R. ()	

**TOWN OF BEDFORD, VIRGINIA
TOWN COUNCIL
ACTION FORM**

ITEM: FY23 Budget Amendment for General Fund Expenditures

DATE OF COUNCIL MEETING: September 13, 2022

DATE: August 29, 2022

PRESENTATION:

During an analysis of Fiscal Year 2023 expenditures, staff has identified several items that will likely exceed the current adopted budget amount. In order to better plan for these expenditure items, staff is recommending to move funding from the locally allocated sidewalk budget to the line items for personnel benefits, police department overtime, and building maintenance. This proposed budget transfer is moving allocated expenditure budget from one account to certain other expenditure accounts, and is not appropriating additional revenue or prior year reserves.

ACTION REQUESTED:

Town Council is requested to approve the following budget amendment which will appropriate budget funding from the sidewalks account to line items for personnel benefits, overtime, and building maintenance.

<i>Budget Entry:</i>		
Expenditure Increase		
10011222-528400	Employee Recognition	\$10,000
10011222-528500	Hepatitis B Vaccinations	\$500
10011222-531100	Medical Examinations	\$1,000
10011222-531300	Insurance Consulting	\$1,000
10011222-531304	Credit Report/Criminal Rpt	\$3,000
10011222-531308	Wellness Program	\$37,500
10011222-531500	Legal Services	\$2,500
10011222-536000	Advertising	\$2,500
10033110-512000	Compensation-OT	\$42,000
10044340-533100	Building Maintenance	\$8,000
Expenditure Decrease		
10044115-560172	General Eng. Sidewalk	\$108,000

		YES	NO	OTHER	ROUTING	
DATE: _____	BLACK	()	()	()	TOWN ATTY.	() I.T. ()
	CARSON	()	()	()	COMM. DEV.	() POLICE ()
APPROVED ()	HAILEY	()	()	()	ELECTRIC	() PUBLIC SERV. ()
DENIED ()	HARTWICK	()	()	()	ENGINEERING	() OTHER _____ ()
DEFERRED TO: _____	JOHANNESSEN	()	()	()	FINANCE	()
	SHOEN	()	()	()	FIRE DEPT.	()
	STANLEY	()	()	()	H.R.	()