

**Town of Christiansburg  
Garbage Service Fee Schedule  
Effective August 1, 2014**

<b>Town-issued Cart Garbage Service Rates – Residential and Commercial</b>			
	<b>Minimum rate per month for one Town-issued cart (any size)</b>	<b>Additional Town-issued cart (any size)</b>	<b>Tree and brush hauling</b>
<b>Within Corporate Limits</b>	\$17.00	\$17.00 per cart	\$25.00 per load plus tipping fee charged to the Town
<b>Outside Corporate Limits</b>	\$25.50	\$25.50 per cart	Service not available

Town-issued Cart Garbage Service Rate Notes:

- 1) Out-of-Town collection service shall be billed at one and one half the in-Town collection service rates.
- 2) When more than one building, business or multifamily living unit is served on the same premises, the minimum bill shall be charged for each building, business, or family living unit and the minimum allowance of up to one Town-issued 96-gallon cart will apply to each minimum charge.
- 3) Alternative garbage cart sizes below the standard Town-issued 96-gallon cart will be available to customers at the customer's request, although service shall be billed at the above rates regardless of size with the exception of customer service locations approved for two Town-issued 48-gallon garbage carts due to physical conditions in accordance with Sec. 28-43(a) of Chapter 28 "Solid Waste" of the *Christiansburg Town Code*. The availability of size selection is at the sole discretion of the Town of Christiansburg.
- 4) Customers shall be allowed one free size change in their Town-issued garbage cart and additional changes shall be charged at a rate of \$25.00 if such request is made within a two year period from the previous size change request unless approved as due to physical conditions in accordance with Sec. 28-43(a) of Chapter 28 "Solid Waste" of the *Christiansburg Town Code*. There shall be no charge for customer size change requests after a period of two years from the previous size change request.
- 5) Repair cost shall be at actual repair cost as determined by the Town. Replacement carts are available at a cost of \$100.00.

<b>Town Dumpster Garbage Service Rates – Residential and Commercial</b>	
	<b>Rate</b>
<b>Within Corporate Limits</b>	<u>Dumpster Rental Fee</u> 4 cubic yard - \$9.37 per month 6 cubic yard - \$11.22 per month 8 cubic yard - \$14.50 per month  <u>Pickup Fee</u> 4 cubic yards - \$30.00 per pickup 6 cubic yards - \$45.00 per pickup 8 cubic yards - \$60.00 per pickup
<b>Outside Corporate Limits</b>	Service not available

**AN ORDINANCE TO AMEND SECTION 28-43 OF CHAPTER 28  
“SOLID WASTE” OF THE *CHRISTIANSBURG TOWN CODE*  
IN REGARDS TO DUMPSSTER SERVICE REQUIREMENTS AND PROVIDING AN  
EFFECTIVE DATE AUGUST 1, 2014**

WHEREAS, the Town of Christiansburg owns and maintains solid waste disposal equipment and operates same for the benefit of its garbage collection customers; and,

WHEREAS, a public hearing of Council of the Town was held June 10, 2014 and,

WHEREAS, in order to effectively operate and maintain its solid waste disposal equipment and efficiently provide garbage collection service, the Town must have appropriate regulations for such service;

THEREFORE, be it ordained by the Council of the Town of Christiansburg, Virginia that it hereby amends Section 28-43 of Chapter 28 “Solid Waste” of the *Christiansburg Town Code* as follows:

**ARTICLE II. COLLECTION AND DISPOSAL OF GARBAGE, REFUSE, ETC.**

**Sec. 28-43. Service charges—Residential and domestic; service requirements.**

- (a) *Residential garbage service.* For a minimum fee, as set forth herein or as established in the latest edition of the town garbage service fee schedule, which may be amended from time to time by town council, payable and billed along with water and sewer services, the town will provide one weekly pickup and disposal of garbage, rubbish, trash, ashes, etc. in Town-issued garbage carts. The basis of the fee computation shall be on a single-family unit using a single Town-issued garbage cart to be picked up by the garbage collection truck once a week. Users utilizing additional Town-issued garbage carts shall be billed per additional Town-issued garbage cart at a rate specified in the Town Garbage Service Fee Schedule, which may be amended from time to time by Town Council. If all occupants of a customer service location are not physically capable of utilizing 96-gallon Town-issued carts they may request two 48-gallon Town-issued carts through the Town's Garbage Cart Request Form but will be billed at a rate equivalent to only one 96-gallon Town issued cart. The Town reserves the right to deny any request through the Town's Garbage Cart Request Form application process without proper medical documentation regarding the inability to utilize the Town-issued 96-gallon garbage cart by all individuals residing at the customer service location. The Town shall change customers a fee as specified in the Town Garbage Service Fee Schedule for changing Town-issued garbage cart sizes.
- (b) *Outside town.* The minimum fee for the above collection outside the corporate limits shall be as set forth herein or as established in the latest edition of the town garbage utilities service fee schedule, which may be amended from time to time by town council.
- (c) *Excess volume.* All garbage, rubbish, trash and ashes set out for collection shall be contained within Town-issued garbage carts. Excess volume that is not contained within Town-issued garbage carts will not be picked up.
- (d) *Apartments, condominiums, townhouses, and other buildings having multiple units—Fee and dumpster requirement provisions.* For apartment houses, condominiums, and other buildings having multiple units, excluding townhouses, the minimum fee for garbage collection service shall be for each unit in the same building. Apartment houses, condominiums, and other buildings having multiple units with 8 or more units or any customer service location requesting more than four Town-issued garbage carts constructed after July 1, 2014 shall be required to have dumpster service unless otherwise approved by the Town Manager or his designee. Townhouses are eligible for individual billing at the regular billing rate for individual customers. The Town may require dumpster service for any apartment house,

condominium, townhouse, or other development when the Town makes determination that Town-issued garbage cart service is not practical due to maneuverability or other operational issues caused by topography or other site constraints.

- (e) *Same—Billing.* In apartment houses and other buildings having multifamily units, the same owner, agent or tenant who is responsible for the payment of water and sewer service bills shall also be responsible for all the fees for garbage collection services in such buildings and shall be billed according to rates contained in this article.
- (f) *Tree and brush hauling.* The minimum fee chargeable for a town pickup of tree trimmings and brush shall be as set forth herein or as established in the latest edition of the town garbage service fee schedule, which may be amended from time to time by town council. Charges for a full or partial truck load or more shall be as set forth herein or as established in the latest edition of the town garbage service fee schedule, which may be amended from time to time by town council.
- (G) *Repair and replacement.* Customers are responsible for repair or replacement costs of Town-issued garbage carts at a rate established in the latest edition of the town garbage service fee schedule, which may be amended from time to time by Town Council, when the Town makes determination that damage or disappearance of the Town-issued garbage cart is not the responsibility of the Town or through normal regular use.

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**(Code 1992, § 24-44; Ord. of 6-18-1991(1), § 15-20; Ord. of 2-2-1993; Ord. of 6-18-1996; Ord. No. 2002-6, 7-2-2002; Ord. No. 2005-3, 6-7-2005; Ord. No. 2008-3, 6-3-2008; Ord. 2014-1, 3-25-2014)**

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This ordinance shall become effective upon adoption. If any part of this ordinance is deemed unlawful by a court of competent jurisdiction all remaining parts shall be deemed valid.

Upon a call for an aye and nay vote on the foregoing ordinance at a regular meeting of the Council of the Town of Christiansburg, Virginia held \_\_\_\_\_, 2014, the members of the Council of the Town of Christiansburg, Virginia present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

Aye

Nay

Abstain Absent

Mayor D. Michael Barber\*

Samuel M. Bishop

Cord Hall

Steve Huppert

Henry Showalter

Bradford J. Stipes

James W. "Jim" Vanhoozier

\*Votes only in the event of a tie vote by Council.

SEAL:

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Michele M. Stipes, Town Clerk

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D. Michael Barber, Mayor

## **TOWN OF CHRISTIANSBURG NOTICE OF PUBLIC HEARING**

Notice is hereby given that on June 10, 2014, the Town Council of Christiansburg, Virginia (the "Town") will conduct a public hearing, which may be continued or adjourned, as required under applicable law, in accordance with Section 15.2-2606 of the Code of Virginia of 1950, as amended, with respect to the adoption by the Council of a resolution or resolutions, as may be necessary or convenient, regarding the proposed financing of certain infrastructure improvements, including renovations and improvements of the Town's storm drainage facilities; improvements, renovations and expansions to the Town's water system with upgrades to pump stations, waterline extensions, water main and water meter replacement and related demolition, construction and repair; improvements to the Town's wastewater system; renovations and improvements to the Treasurer's offices; and renovations and build out of the police department building, with construction and equipping of the third floor of the building and construction of an elevator, all together with related administrative and financing costs (collectively, "the Project"). The Town proposes to finance the Project through issuance of a general obligation bond to be issued in a principal amount not to exceed \$4,770,000. The purpose of the financing is to pay for the costs of the Project described above.

The public hearing, which may be continued or adjourned, will be conducted at 7:00 P.M., or as soon thereafter as the matter may be heard, by the Town Council in Council Chambers at the Town Hall located at 100 E. Main St., Christiansburg, Virginia. Interested persons may appear at such time and place and present their views whether orally or in writing, or submit written comments prior to the hearing. The Town may set time limits on speakers and other rules and procedures for the conduct of this public hearing. Any persons with disabilities are urged to contact the Town Manager's Office at (540) 382-6128 prior to the public hearing to arrange for any necessary accommodations. For additional information, please contact the Town Manager's Office.

Ms. Michele Stipes, Town Clerk  
Christiansburg, Virginia

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TO:

Advertise on the following dates: Weeks of May 23, 2014 and May 30, 2014

Authorized by: Barry D. Helms, Town Manager  
Town of Christiansburg  
100 E. Main St.  
Christiansburg, VA 24073

Bill to: Valerie Tweedie, Director of Finance/Treasurer  
Phone: (540) 382-9519  
Christiansburg, Virginia  
Email: vtweedie@christiansburg.org

## **BOND PURCHASE AGREEMENT**

**Between:**            **Carter Bank & Trust (the “Purchaser”)**  
                         **1300 Kings Mountain Road**  
                         **P.O. Box 1776 (24115-1776)**  
                         **Martinsville, Virginia 24112**  
                         **Attention: John J. Engel, III, Vice President**  
                         **Telephone: (276) 656-1776**

**And:**                **Town of Christiansburg, Virginia (the “Issuer”)**  
                         **100 E. Main St.**  
                         **Christiansburg, VA 24073**  
                         **Attention: Barry Helms, Town Manager**  
                         **Telephone: (540) 382-6128**

**Dated:**            **As of June 1, 2014**

This Bond Purchase Agreement (the “Agreement”) is entered into as of the date set forth above, between the Town of Christiansburg, Virginia (the “Issuer”) and Carter Bank & Trust (the “Purchaser”). For and in consideration of the premises hereinafter contained, Issuer hereby agrees to issue and sell to Purchaser, and Purchaser agrees to purchase and accept, the Bond, as defined below, on the terms set forth herein.

### **ARTICLE I.    DEFINITIONS**

As used in the Agreement, the following terms will have the meanings indicated below unless the context clearly requires otherwise:

**“Agreement”** means the Bond Purchase Agreement executed by an Issuer and Purchaser, including all exhibits, schedules and attachments attached thereto.

**“Authorizing Statute”** means the Virginia Public Finance Act in the Code of Virginia.

**“Bond”** means the 2014 Bond issued by the Issuer, as identified in the Resolution.

**“Bond Counsel”** means Spotts Fain PC.

**“Code”** is defined in Section 3.1(f).

**“Issue Date”** is June 26, 2014.

**“Event of Default”** is defined in Section 6.1.

**“Issuer”** means the entity identified as such in the first paragraph of the Agreement, and its permitted successors and assigns.

**“Project”** means the financing of certain infrastructure improvements, including renovations and expansions to the Town’s water system with upgrades to pump stations, waterline extensions, water main and water meter replacement and related demolition, construction and repair; improvements to the Town’s wastewater system; renovations and improvements to the Treasurer’s offices; and renovations and build out of the police department building, with construction and equipping of the third floor of the building and construction of an elevator, together with related administrative and financing costs.

**"Purchaser"** means the entity identified as such in the first paragraph of the Agreement, and its successors and assigns.

**"Resolution"** means the resolution of the Council of Issuer adopted June 2, 2014, authorizing the execution and delivery of this Agreement and the issuance of the Bond.

**"State"** means the Commonwealth of Virginia.

## **ARTICLE II. PURCHASE OF BOND**

Section 2.1 **Purchase and Form of Bond.** On the terms, and subject to the conditions set forth in this Agreement, Purchaser hereby agrees to purchase the Bond, at a price of 100 percent of the par amount thereof. The principal amount of the Bond shall be \$\_\_\_\_\_. The form of the Bond is attached hereto as Attachment 1. The Bond is issued pursuant to the Authorizing Statute.

Section 2.2 **Interest; Installments.** The Bond shall bear interest at the rate of \_\_\_\_\_% per annum, calculated on a 30/360-day basis. Issuer will repay the Bond in semiannual installments, including principal and interest on each August 1 and interest on each February 1, beginning August 1, 2014, and ending \_\_\_\_\_. Payments shall be made consistent with the Schedule I affixed to the Bond.

Section 2.3 **Application.** Any payments by Issuer to Purchaser shall be applied first to pay accrued interest, and second to pay principal.

Section 2.4 **Option to Prepay.** Issuer shall have the option to prepay in whole the principal of the Bond at any time.

## **ARTICLE III. COVENANTS AND CONDITIONS**

Section 3.1 **Covenants of the Issuer.** As of the Issue Date, Issuer represents, covenants and warrants for the benefit of Purchaser as follows:

- (a) Issuer is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to issue the Bond, and to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Issuer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Issuer should merge with another entity under the laws of the State, Issuer agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Issuer's rights and shall assume Issuer's obligations under the Bond and the Agreement.
- (c) Issuer has been duly authorized to issue the Bond and to execute and deliver the Agreement by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Bond and the Agreement, and Issuer has complied with such public bidding requirements as may be applicable to the Bond, the Agreement and the Project. On the Issue Date, Issuer shall cause to be delivered an opinion of counsel, as to the federal and state tax exemption of interest on the Bond, with such changes therein as may be approved by Purchaser.
- (d) Issuer will provide Purchaser with current financial statements and budgets and such other financial information of Issuer as Purchaser may request, in such form and containing such information as may be requested by Purchaser.
- (e) Issuer will expend the proceeds of the Bond on costs and expenses of the Project for which the Issuer may expend Bond proceeds under the Authorizing Statute.

- (f) Issuer will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest on the Bond. Issuer covenants and agrees that it will use the proceeds of the Bond as soon as practicable and with all reasonable dispatch for the purpose for which the Bond has been issued, and that no part of the proceeds of the Bond shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Bond, would have caused the Bond or related Bonds of the Project to be or become “arbitrage bonds” within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Bond. In furtherance of the covenant contained in the preceding sentence, the Issuer agrees to comply with the tax compliance certificate delivered at the Issue Date and the provisions of Section 141 through 150 of the Code, as applicable.
- (g) The Issuer designates the Bond as a “qualified tax-exempt obligation” for the purpose of Section 265(b)(3) of the Code. The Issuer represents and covenants as follows:
- i. The Issuer will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2014, including the Bond, for the purpose of such Section 265(b)(3);
  - ii. The Issuer, all its “subordinate entities,” within the meaning of such Section 265(b)(3), and all entities which issue tax-exempt obligations on behalf of the Issuer and its subordinate entities have not authorized, in the aggregate, more than \$10,000,000 of tax-exempt obligations to be issued in calendar year 2014 (not including “private activity bonds,” within the meaning of Section 141 of the Code, other than “qualified 501(c)(3) bonds,” within the meaning of Section 145 of the Code), including the Bond;
  - iii. Barring circumstances unforeseen as of the date of delivery of the Bond, the Issuer will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any of such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued by the Issuer and such other entities in calendar year 2014, result in the Issuer and such other entities having issued a total of more than \$10,000,000 of tax-exempt obligations in calendar year 2014 (not including private activity bonds other than qualified 501(c)(3) bonds), including the Bond; and
  - iv. The Issuer has no reason to believe that the Issuer and such other entities will issue tax-exempt obligations in calendar year 2014 in an aggregate amount that will exceed such \$10,000,000 limit; provided, however, that if the Issuer receives an opinion of nationally recognized bond counsel that compliance with any covenant set forth in (i) or (iii) above is not required for the Bond to be a qualified tax-exempt obligation, the Issuer need not comply with such covenant.
- (h) The issuance of the Bond and the execution, delivery and performance of the Agreement and compliance with the provisions thereof by Issuer does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Issuer is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Issuer or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Issuer or to which it is subject.

**Section 3.2 Conditions.** Purchaser’s obligation to purchase the Bond on the Issue Date is subject to satisfaction of the following conditions:

- (a) Purchaser shall have received a certified copy of the duly authorized Resolution;
- (b) Purchaser shall have received an original of the Agreement and the Bond, duly executed by Issuer in accordance with the Resolution;

- (c) Purchaser shall have received an opinion of Bond Counsel, in form and substance satisfactory to Purchaser's counsel, to the effect that:
  - i. the Resolution, the Agreement, and the Bond are valid and legally binding obligations of Issuer, enforceable against Issuer in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (A) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (C) common law and statutes affecting the enforceability of contractual obligations generally; and (D) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as Issuer;
  - ii. the interest payable on the Bond is excludable from gross income under the Code;
  - iii. the Bond is not a "private activity bond" within the meaning of Section 141 of the Code, and
  - iv. the Bond is a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Code;
- (d) Purchaser shall have received the certificate of a duly authorized representative of Issuer to the effect that:
  - i. there is no action, suit, proceeding, or investigation at law or in equity before or by any court or government, city or body pending or, to the best of the knowledge of Issuer, threatened against Issuer to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement or the issuance of the Bond, or the collection and application of funds as contemplated by this Agreement and the Bond, which in the reasonable judgment of Issuer, would have a material and adverse effect on the ability of Issuer to pay amounts due under the Bond, and
  - ii. the adoption of the Resolution and the execution and delivery of the Agreement and the Bond do not and will not conflict in any material respect with or constitute on the part of Issuer a breach of or default under any law, charter provision, court decree, administrative regulation, resolution, ordinance, or other agreement or instrument to which Issuer is a party or by which it is bound;
- (e) Purchaser shall have received such additional legal opinions, certificates, proceedings, instruments, or other documents as Purchaser or Bond Counsel may reasonably request to evidence compliance by Issuer with the legal requirements for adoption of the Resolution, execution and delivery of the Agreement, issuance of the Bond, acquisition and construction of the Project and the due performance or satisfaction by Issuer of all agreements then to be performed and all conditions then to be satisfied by Issuer.
- (f) Issuer shall have satisfied all of Purchaser's required conditions precedent to closing.

#### ARTICLE IV. PAYMENT AND SECURITY

Section 4.1 **Payment of Bond.** Issuer shall promptly pay the principal of, and interest and premium, if any, on the Bond in lawful money of the United States of America, in such amounts and on such dates as described in the Agreement and the Bond. Issuer shall pay Purchaser a charge on any delinquent payments in an amount sufficient to cover all additional costs and expenses incurred by Purchaser from such delinquent payment. In addition, Issuer shall pay a late charge of two and one-half percent (2 1/2%) on all delinquent payments of principal of and interest and premium, if any, on the Bond, and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

Section 4.2 **Use of Proceeds.** Issuer directs Purchaser to use a portion of the proceeds of the Bond to pay upon the earlier of maturity or redemption the outstanding principal and accrued interest of the 2004A Bond, the 2004C Bond and the 2005 Bond, plus any applicable redemption premium, and to pay the costs of the issuing the Bond.

Section 4.3 **Full Faith and Credit.** The full faith and credit of Issuer is irrevocably pledged for the payment of the principal of and premium, if any, and interest on the Bond and all other payment obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of the Bond and all other



payment obligations under the Agreement, Issuer shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in Issuer sufficient to pay when due the principal of and premium, if any, and interest on the Bond and all other payment obligations under the Agreement.

**Section 4.4 Obligations Absolute.** To the extent permitted by law, the obligations of Issuer to make the payments required under the Bond and the Agreement and to perform and observe the other agreements on its part contained in the Bond and the Agreement shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any portion of the Bond remains unpaid regardless of any contingency, act of God, event or cause whatsoever. Issuer shall pay absolutely net the amounts required to be paid hereunder, regardless of any rights of set-off, recoupment, abatement or counterclaim that Issuer might otherwise have against Purchaser, its successors or assigns or any other party or parties.

**Section 4.5 Agreement to Survive.** The provisions of the Agreement will survive the issuance of the Bond and the payment of the purchase price therefor. The Agreement will terminate upon the payment in full of all amounts due under the Bond and the Agreement, provided that any prepayment is undertaken in accordance with the Agreement and further provided that Section 5.3 of the Agreement will survive its termination.

## **ARTICLE V. ASSIGNMENT; RISK OF LOSS**

**Section 5.1 Assignment by Purchaser.** Purchaser's right, title and interest in, to and under the Bond and the Agreement may be assigned and reassigned in whole without the necessity of obtaining the consent of Issuer. Issuer agrees to execute all documents, including notices of assignment that may be reasonably requested by Purchaser or any assignee to evidence any such assignment or reassignment, including without limitation the issuance of a new Bond of like tenor registered in the name of the assignee upon surrender of the old Bond. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to Issuer, and Issuer shall execute and deliver a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen, upon receipt of a written indemnity from Purchaser reasonably satisfactory to Issuer.

**Section 5.2 Assignment by Issuer.** NONE OF ISSUER'S OBLIGATIONS UNDER THE BOND OR THE AGREEMENT MAY BE ASSIGNED BY ISSUER FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF PURCHASER.

**Section 5.3 Risk of Loss Covenants.** Issuer shall not be required to indemnify or hold Purchaser harmless against liabilities arising from the Agreement. However, as between Purchaser and Issuer, and to the extent permitted by law, Issuer shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Bond or the Agreement, including, but not limited to, the loss of federal tax exemption of the interest on the Bond, except that Issuer shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from the gross negligence or willful misconduct of the Purchaser.

## **ARTICLE VI. DEFAULT**

**Section 6.1 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under the Agreement:

- (a) Failure by Issuer to make any payment of principal of, or interest or premium on, the Bond, or other payment required to be paid under the Agreement, at the time specified therein;
- (b) Failure by Issuer to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Bond or the Agreement, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be

remedied is given to Issuer by Purchaser, unless Purchaser shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Purchaser will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Issuer within the applicable period and diligently pursued until the default is corrected;

- (c) Any statement, representation or warranty made by Issuer in the Agreement or the Bond shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Issuer shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Issuer, or of all or a substantial part of the assets of Issuer, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Issuer in any bankruptcy, reorganization or insolvency proceeding;
- (e) Issuer shall default on any of its indebtedness issued whether or not on a parity basis with the Bond, which indebtedness remains uncured after any applicable cure period permitted by such indebtedness; or
- (f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Issuer or of all or a substantial part of the assets of Issuer, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

**Section 6.2 Remedies on Default.** If an Event of Default shall have occurred, Purchaser may proceed against Issuer and its agents, officers and employees to protect and enforce the rights of Purchaser under the Bond and the Agreement by mandamus or by other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Bond or in the Agreement, or in an award of execution of any power herein granted for the enforcement of any proper, legal or equitable remedy as Purchaser may deem most effectual to protect and to enforce its rights under the Bond or the Agreement, or to enjoin any act or thing which may be unlawful or in violation of any right of Purchaser under the Bond or the Agreement, or to require Issuer to act as if it were the trustee of an express trust, or any combination of such remedies. While any Event of Default exists, the unpaid principal amount of the Bond shall bear interest at the rate of 12 percent per annum or the maximum rate permitted by applicable law, whichever is less.

**Section 6.3 No Remedy Exclusive.** No remedy conferred upon or reserved to Purchaser in the Agreement or the Bond is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or the Bond now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Purchaser to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**Section 6.4 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Issuer in the performance of any term of the Agreement or the Bond, Issuer agrees to pay to Purchaser or reimburse Purchaser for, in addition to all other amounts due hereunder, all of Purchaser's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Issuer, and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of the Agreement or the Bond, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

## ARTICLE VII. MISCELLANEOUS

Section 7.1      **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to the Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Issuer.

Section 7.2      **Further Assurances.** Issuer agrees to execute such other and further documents and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Purchaser, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of the Agreement.

Section 7.3      **Binding Effect.** The Agreement and the Bond shall inure to the benefit of and shall be binding upon Purchaser and Issuer and their respective successors and permitted assigns.

Section 7.4      **Severability.** In the event any provision of the Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5      **Waiver of Jury Trials.** Issuer and Purchaser hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to the Bond or the Agreement or the actions of Purchaser or Issuer in the negotiation, administration, performance or enforcement hereof.

Section 7.6      **Amendments, Changes and Modifications.** The Agreement may be amended in writing by Purchaser and Issuer.

Section 7.7      **Execution in Counterparts.** The Agreement hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7.8      **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State.

Section 7.9      **Captions.** The captions or headings in the Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, Purchaser and Issuer have caused the Bond Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Purchaser: Carter Bank &amp; Trust</b>
By:
Name: John J. Engel, III
Title: Vice President

Address for Notice:  
1300 Kings Mountain Road  
P.O. Box 1776 (24115-1776)  
Martinsville, Virginia 24112  
Telephone: (276) 656-1776  
Attention: John J. Engel, III, Vice President

<b>Issuer: Town of Christiansburg, Virginia</b>
By:
Name: D. Michael Barber
Title: Mayor

Attest:
By:
Name: Barry Helms
Title: Town Manager

Address for Notice:  
100 E. Main St.  
Christiansburg, VA 24073  
Telephone: (540) 382-6128  
Attention: Town Manager

Form of Bond

[See Transcript Tab 3]

**CERTIFICATE OF THE CLERK OF THE  
TOWN OF CHRISTIANSBURG, VIRGINIA**

The undersigned Clerk of the Town of Christiansburg, Virginia (the "Town"), certifies that:

1. Upon notice duly given, a meeting of the Council (the "Council") of the Town was duly called and held on June 10, 2014 (the "Meeting").

2. Attached hereto is a true, correct and complete copy of a resolution (the "Resolution") of the Council entitled "Resolution of the Town Council of the Town of Christiansburg, Virginia, Authorizing the Issuance and Sale of its General Obligation Bond, Series 2014 in a Maximum Principal Amount Not to Exceed \$4,770,000, and the Execution and Delivery of Certain Documents Prepared in Connection Therewith," as recorded in full in the minutes of the Meeting and duly adopted by a majority of the members of the Council present and voting during the Meeting.

3. A summary of the members of the Council present or absent at the Meeting, and the recorded vote with respect to the Resolution, is set forth below:

Member Name	Voting				
	Present	Absent	Yes	No	Abstaining
D. Michael Barber, Mayor	_____	_____	_____	_____	_____
James W. "Jim" Vanhoozier, Vice-Mayor	_____	_____	_____	_____	_____
Cord Hall	_____	_____	_____	_____	_____
Steve Huppert	_____	_____	_____	_____	_____
Henry Showalter	_____	_____	_____	_____	_____
Bradford J. "Brad" Stipes	_____	_____	_____	_____	_____
Samuel M. Bishop	_____	_____	_____	_____	_____

4. The Resolution has not been repealed, revoked, rescinded or amended, and is in full force and effect on the date hereof.

WITNESS my signature and the seal of the Town, this \_\_\_\_ day of June, 2014.

(SEAL)

\_\_\_\_\_  
Clerk of Town of Christiansburg, Virginia

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
CHRISTIANSBURG, VIRGINIA, AUTHORIZING THE ISSUANCE AND  
SALE OF ITS GENERAL OBLIGATION BOND, SERIES 2014 IN A  
MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$4,770,000, AND  
THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS  
PREPARED IN CONNECTION THEREWITH**

**WHEREAS**, the Town of Christiansburg, Virginia (the “Town”), has determined that it is necessary and advisable to borrow money and issue its general obligation bond to finance the cost of certain infrastructure improvements, including renovations and improvements of the Town’s storm drainage facilities; improvements, renovations and expansions to the Town’s water system with upgrades to pump stations, waterline extensions, water main and water meter replacement and related demolition, construction and repair; improvements to the Town’s wastewater system; renovations and improvements to the Treasurer’s offices; and renovations and build out of the police department building, with construction and equipping of the third floor of the building and construction of an elevator, all together with related administrative and financing costs (collectively, “the Project”);

**WHEREAS**, the Council previously adopted a resolution on August 20, 2013 in order that the Town could reimburse itself for expenditures incurred on the Project from the proceeds of one or more issues of tax-exempt bonds and further declared the Town’s official intent under Treasury Regulation Section 1.150-2 to issue such bonds;

**WHEREAS**, the Council has duly noticed and held a public hearing at this meeting regarding the issuance of bonds of the Town to finance the Project; and

**WHEREAS**, the Council of the Town (the “Council”) has previously approved the services of the Virginia Municipal League/Virginia Association of Counties’ Finance Program to solicit proposals from banking institutions and received a proposal from Carter Bank & Trust, a Virginia banking corporation, (the “Bank”) to purchase the Bond (as defined below), and the Bank has indicated its willingness to purchase such Bond in accordance with the terms of the Bond Purchase Agreement between the Bank and the Town (the “Agreement”), the form of which has been presented to the Council at this meeting;

**BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF  
CHRISTIANSBURG, VIRGINIA:**

**1. Authorization of Bond and Use of Proceeds.** Pursuant to the Constitution of the Commonwealth of Virginia and the Public Finance Act of 1991, as amended (the “Public Finance Act”), Title 15.2, Chapter 26 of the Code of Virginia of 1950, as amended (the “Virginia Code”), and without regard to any requirements or restrictions contained in any charter or special act of the Town, the Council hereby authorizes the issuance and sale of a general obligation bond of the Town in an aggregate principal amount not to exceed \$4,770,000, to fund the costs of the Project, including costs incurred in issuing the Bond (as hereinafter defined).

**2. Authorization of Bond Purchase Agreement.** The Council accepts the proposal of the Bank to purchase the Town's Bond on the terms set forth in the Bank's proposal dated May 22, 2014 (the "Proposal"). The form of the Agreement related to the Bond and as submitted to the Council at this meeting is hereby approved. The Mayor and the Town Manager, either of whom may act (each an "Authorized Signatory"), are authorized to execute the Agreement in substantially such forms, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by such official, whose approval shall be evidenced conclusively by the execution and delivery thereof. The issuance and sale of the Bond to the Bank shall be upon the terms and conditions of the Agreement. The proceeds of such Bond shall be applied in the manner set forth in the Agreement. All capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Agreement.

**3. Bond Details.** The Bond shall be issued as a single, fully registered bond designated "General Obligation Bond, Series 2014" (the "Bond"), shall be numbered R-1, and shall be in substantially the form of Exhibit A to this Resolution as hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officers signing such Bond. The Council authorizes the issuance and sale of the Bond on such terms as shall be satisfactory to the Authorized Signatory; provided however, that the Bond (i) shall be in a principal amount not to exceed \$4,770,000, (ii) shall mature no later than August 1, 2029 and (iii) shall bear interest on the outstanding principal balance thereof at a rate of interest approved by the Authorized Signatory, with such rate to not exceed 2.65% per year (provided that default interest may be payable at a rate in excess thereof as provided in the related Agreement). As set forth in the Agreement, the Town agrees to pay any applicable late payment or similar costs and expenses described therein. Subject to the preceding terms, the Council further authorizes the Authorized Signatory to determine the final terms, purchase price, initial interest rate, interest rate adjustment provision, maturity date and amortization schedule of the Bond, all of which shall be evidenced by the execution and delivery of the Bond, and no further action shall be necessary on the part of the Council so long as such provisions are within the limits prescribed in this Resolution.

**4. Payment and Redemption Provisions.** The principal of and premium, if any, and interest on the Bond shall be payable as set forth in the Bond and the related Agreement. The Bond shall be subject to redemption on the terms set forth in the related Agreement. The principal of and premium, if any, and interest on the Bond shall be payable in lawful money of the United States of America. Nothing in the Bond, this Resolution, or the Agreement shall be deemed to create or constitute an indebtedness of the Commonwealth of Virginia or any political subdivision thereof other than the Town, or a pledge of the full faith and credit of the Commonwealth of Virginia or of any political subdivision thereof other than the Town. The Town may, at its option, redeem, prepay or refund the Bond upon the terms set forth in the related Agreement.

**5. Execution and Form of Bond.** The Bond shall be signed by the Mayor or Vice-Mayor and the Town's seal shall be affixed thereon and attested by the Clerk or Deputy Clerk of the Town. The Bond shall be issued as a typewritten bond in substantially the form of the Bond, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Authorized Signatory, whose approval shall be evidenced conclusively by the execution and delivery of the Bond.



**6. Pledge of Full Faith and Credit.** The full faith and credit of the Town are hereby irrevocably pledged for the payment of principal of and premium, if any, and interest on the Bond. Unless other funds are lawfully available and appropriated for timely payment of the Bond, the Council shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and premium, if any, and interest on the Bond.

**7. Preparation of Printed Bond; Mutilated or Destroyed Bond.** The Town shall initially issue the Bond in typewritten form. The printed Bond may be executed by manual or facsimile signature of the Mayor or Vice-Mayor, the Town's seal affixed thereto and attested by the Clerk or Deputy Clerk of the Town; provided, however, that if both such signatures are facsimiles, no bond shall be valid until it has been authenticated by the manual signature of the Registrar and the date of authentication noted thereon. The typewritten Bond surrendered in any such exchange shall be canceled. If the Bond has been mutilated, lost or destroyed, the Town shall execute and deliver a new bond of like date and tenor in exchange and substitution for, and upon cancellation of, such mutilated bond or in lieu of and in substitution for such lost or destroyed bond; provided, however, that the Town shall so execute and deliver only if the registered owner has paid the reasonable expenses and charges of the Town in connection therewith and, in the case of a lost or destroyed bond, (a) has filed with the Town an affidavit reasonably satisfactory to the Town that such bond was lost or destroyed and (b) has furnished to the Town reasonably satisfactory indemnity.

**8. Registration and Transfer of the Bond.** The Town appoints the Town Treasurer as paying agent and registrar (the "Registrar") for the Bond. Upon surrender of the Bond at the office of the Registrar, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be reasonably satisfactory to the Registrar, the Town shall execute, and the Registrar shall authenticate and deliver in exchange, a new bond or bonds having an equal aggregate principal amount, of the same form and maturity, bearing interest at the same rates and registered in such name as requested by the then registered owner or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Town, except that the Registrar may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Registrar shall treat the registered owner as the person or entity exclusively entitled to payment of principal, interest and premium, if any, and the exercise of all other rights and powers of the owner, except that installments shall be paid to the person or entity shown as owner on the registration books.

**9. Delivery of Bonds.** The Mayor or Vice-Mayor and Clerk of the Town are authorized and directed to take all proper steps to have the Bond prepared and executed in accordance with its terms and to deliver it to the Issuer as the purchaser thereof as set forth in the Agreement.

**10. Tax Provisions.** The Town covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bond to be an "arbitrage bond" within the

meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations issued pursuant thereto (the "Code"), or otherwise cause interest on the Bond to be includable in the gross income of the registered owner thereof under existing law. Without limiting the generality of the foregoing, the Town shall comply with any provision of law that may require the Town at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Bond, unless the Town receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the Bond from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The Town shall pay any such required rebate from legally available funds. Each of the Mayor and the Town Manager of the Town is authorized to execute a Tax Compliance Agreement or any related document (the "Tax Documents") setting forth the expected use and investment of the proceeds of the Bond.

**11. Bank-Qualification Designation.** The Town designates the Bond as a "qualified tax-exempt obligation" for the purpose of Section 265(b)(3) of the Code. The Town represents and covenants as follows:

(a) The Town will in no event designate more than \$10,000,000 of obligations as qualified tax-exempt obligations in calendar year 2014, including the Bond, for the purpose of such Section 265(b)(3);

(b) The Town, all its "subordinate entities," within the meaning of such Section 265(b)(3), and all entities which issue tax-exempt obligations on behalf of the Town and its subordinate entities have not authorized, in the aggregate, more than \$10,000,000 of tax-exempt obligations to be issued in calendar year 2014 (not including "private activity bonds," within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds," within the meaning of Section 145 of the Code), including the Bond;

(c) Barring circumstances unforeseen as of the date of delivery of the Bond, the Town will not issue tax-exempt obligations itself or approve the issuance of tax-exempt obligations of any of such other entities if the issuance of such tax-exempt obligations would, when aggregated with all other tax-exempt obligations theretofore issued by the Town and such other entities in calendar year 2014, result in the Town and such other entities having issued a total of more than \$10,000,000 of tax-exempt obligations in calendar year 2014 (not including private activity bonds other than qualified 501(c)(3) bonds), including the Bond; and

(d) The Town has no reason to believe that the Town and such other entities will issue tax-exempt obligations in calendar year 2014 in an aggregate amount that will exceed such \$10,000,000 limit;

provided, however, that if the Town receives an opinion of nationally recognized bond counsel that compliance with any covenant set forth in (a) or (c) above is not required for the Bond to be a qualified tax-exempt obligation, the Town need not comply with such covenant.

**12. Tax and Other Documents.** Each of the Mayor and the Town Manager are authorized and directed to execute and deliver an IRS Form 8038-G in a form approved by such officers and the Town's bond counsel.

**13. Limitation of Liability of Officials of Town.** No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of an

officer, employee, member of Council, or agent of the Town in his or her individual capacity, and no officer of the Town or member of Council executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No officer, employee or agent of the Town shall incur any personal liability with respect to any other action taken by him or her pursuant to this Resolution provided he or she acts in good faith.

**14. Conditions Precedent.** Upon the issuance of the Bond, all acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia or this Resolution to have happened, exist and to have been performed precedent to or in the issuance of the Bond shall have happened, exist and have been performed.

**15. Other Actions.** All other actions of officials of the Town in conformity with the purposes and intent of this Resolution and the Agreement and in furtherance of the issuance and sale of the Bond are ratified, approved and confirmed. The officials of the Town are authorized and directed to execute and deliver on behalf of the Town such agreements and other 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 by this Resolution or contemplated by the Bond or the Agreement, and all of the foregoing, previously done or performed by such officers of the Town, are in all respects approved, ratified and confirmed.

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

**17. Constitutional Authority and Severability.** The Bond shall be issued under the provisions of Article VII, Section 10(a) of the Constitution of Virginia (other than Subsection (2) thereof). The principal of and interest on the Bond shall be payable from ad valorem taxes to be levied without limitation as to rate or amount on all property in the Town subject to taxation, to the extent other funds of the Town are not lawfully available and appropriated for such purpose. If any court of competent jurisdiction shall hold any provision of this Resolution to be invalid and unenforceable, such holding shall not invalidate any other provision hereof.

**18. Filing of Resolution.** The Authorized Signatory and Clerk to the Town are authorized and directed to see to the prompt filing of a certified copy of this Resolution in the Circuit Court having jurisdiction over the Town, in accordance with Sections 15.2-2607 and 15.2-2627 of the Public Finance Act.

**19. Effective Date.** This Resolution shall take effect immediately.

Adopted: June 10, 2014.

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Mayor of the Town of Christiansburg, Virginia

**EXHIBIT A**

**(Form of Bond)**

*Interest on this bond is intended by the issuer thereof to be exempt from gross income for federal income tax purposes.*

**REGISTERED**

**DATED DATE**

**R-1**

**UNITED STATES OF AMERICA**  
**COMMONWEALTH OF VIRGINIA**  
**TOWN OF CHRISTIANBURG**  
**\$4,770,000**  
**GENERAL OBLIGATION BOND**  
**SERIES 2014**

**THE TOWN OF CHRISTIANBURG, VIRGINIA** (the "Town"), for value received, acknowledges itself indebted and promises to pay to **CARTER BANK & TRUST** (the "Bank"), its registered assigns or legal representative, the principal amount of:

**FOUR MILLION SEVEN HUNDRED SEVENTY THOUSAND DOLLARS (\$4,770,000)**

on or before August 1, 2029, together with interest on the outstanding principal amount of this Bond at a rate of 2.65% per year, calculated on the basis of a 360-day year of twelve 30-day months. Principal of and interest on this Bond shall be payable in semi-annual installments in the amounts and on the dates set forth in Schedule I attached hereto.

If any installment of principal of and interest on this Bond is not paid to the registered owner of this Bond on its due date, the Town shall pay to the registered owner a late payment charge in an amount equal to two and one-half percent (2 1/2%) of the overdue installment. Principal and other sums hereunder are payable in lawful money of the United States.

Subject to the provisions of the Bond Purchase Agreement dated as of June 1, 2014 (the "Agreement"), between the Bank and the Town, so long as this Bond is held by the Bank or its registered assigns or legal representative, interest is payable by check or draft mailed to the registered owner of this Bond at the address that appears on the registration books kept by the Treasurer of the Town, who has been appointed registrar and paying agent, or any successor bank or trust company (the "Registrar"). Principal of and premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America. In case any payment date on this Bond shall not be a Business Day (as defined below), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional

interest shall accrue for the period after such payment date. "Business Day" means any Monday, Tuesday, Wednesday, Thursday or Friday on which commercial banking institutions generally are open for business in New York and Virginia. If an Event of Default has occurred and is continuing under the Agreement, the unpaid principal amount of this Bond shall bear interest at the rate of 12 percent per annum or the maximum rate permitted under applicable law, whichever is less.

This Bond has been authorized by a resolution adopted by the Council of the Town on June 10, 2014 (the "Bond Resolution"), and is issued pursuant to the Constitution and the Public Finance Act of 1991 of the Commonwealth of Virginia, and the Agreement. Proceeds of this Bond will be used to provide funds to (a) finance the Project as defined in the Resolution, and (b) pay the issuance and financing costs incurred in issuing this Bond.

The full faith and credit of the Town are irrevocably pledged for the payment of principal of and interest and premium, if any, on this Bond and the performance of the Town's obligations under the Agreement. Unless other funds are lawfully available and appropriated for timely payment of this Bond, the Council of the Town shall levy and collect an annual ad valorem tax, over and above all other taxes authorized or limited by law and without limitation as to rate or amount, on all locally taxable property in the Town sufficient to pay when due the principal of and interest and premium, if any, on this Bond.

The Bond is designated by the Town as a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"). Qualified tax-exempt obligations are commonly referred to as "bank qualified bonds." The Town covenants and agrees that it will comply with the exception to the provisions of Section 265 of the Code in order that the Bond may qualify as a qualified tax-exempt obligation.

Notwithstanding anything in this Bond to the contrary, in addition to the payments of the principal provided for by this Bond, the Town shall also pay such additional amounts, if any, which may be necessary to provide for payment in full of all amounts due under the Agreement.

This Bond may be redeemed at the option of the Town upon the terms and conditions set forth in the Agreement. Capitalized terms used herein and not defined shall have the meaning as set forth in the Agreement.

Transfer of this Bond may be registered upon the registration books of the Bond Registrar. Prior to due presentment for registration of transfer of this Bond, the Registrar shall treat the registered owner as the person exclusively entitled to payment of principal hereof and the exercise of all other rights and powers of the owner.

All acts, conditions and things required by the Constitution and statutes of the Commonwealth of Virginia to happen, exist or to be performed precedent to and in the issuance of this Bond have happened, exist and have been performed, and this Bond, together with all other indebtedness of the Town, is within every debt and other limitation prescribed by the Constitution and statutes of the Commonwealth of Virginia.

**IN WITNESS WHEREOF**, the Town has caused this Bond to be signed by its Mayor and the seal of the Town to be affixed hereto and attested by the Clerk of the Town, and this bond to be dated the date first above written.

(SEAL)

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Mayor of the Town of Christiansburg, Virginia

**ATTEST:**

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Clerk of the Town of Christiansburg, Virginia

**SCHEDULE I**

**TOWN OF CHRISTIANBURG  
GENERAL OBLIGATION BOND  
SERIES 2014**

<b>Installment <u>Number</u></b>	<b>Principal Installment <u>Amount</u></b>	<b>Interest Installment <u>Amount</u></b>	<b><u>Due Date</u></b>
--------------------------------------	--	---	------------------------

[to be completed at closing]



# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF TRANSPORTATION

731 Harrison Ave., P.O. Box 3071  
Salem, VA 24153-0560

CHARLES A. KILPATRICK, P.E.  
COMMISSIONER

June 3, 2014

Mr. Craig Meadows, County Administrator  
County Of Montgomery  
755 Roanoke Street, Suite 2E  
Christiansburg, VA 24073

Mr. Barry Helms, Town Manager  
Town of Christiansburg  
100 East Main Street  
Christiansburg, VA 24073

Mr. Dan Brugh, Executive Director  
New River Valley  
Metropolitan Planning Organization  
755 Roanoke Street, Suite 2I  
Christiansburg, VA 24073

**RE: Relocation of Exit 118 Park & Ride**

Dear Sirs:

Thank you all for meeting with staff from the District and Residency on Tuesday, May 27, 2014, at the Montgomery County Government Center to discuss the relocation of the park & ride at Exit 118. The meeting was very helpful and will allow the Virginia Department of Transportation (VDOT) to focus on a site that has support from the local governing bodies. Below is documentation of our discussion of potential locations along the Roanoke Street corridor identifying key characteristics which led the group to a consensus on a preferred site.

- Willard Clinton Graves Estate properties, Parcel ID's 023810 & 004938 (area behind the event center): This site has sufficient acreage to accommodate the proposed park & ride facility. Falling Branch Road has geometric issues that, unless corrected, could impede accessibility to/from Roanoke Street. Providing adequate separation between the residential area to the West of Falling Brand Road and the proposed park & ride to the East would need to be addressed. This site is highly visible to motorists using Route 11 and Route 460 Bypass.



- L & R Burch Properties, LLC, Parcel ID 013047 (old Moore's Lumber): This site has sufficient acreage to accommodate the proposed park & ride facility. Demolition of existing structures and the displacement of a business would be required. Due to the industrial traffic on Hubbell Drive, efficient access to and from the site could introduce operational issues during peak hours. Providing adequate separation between the residential area to the West of Hubbell Drive and the proposed park & ride to the East would need to be addressed. This site has limited visibility from Route 11 and the Route 460 Bypass.
- Cole/Burch Properties, LLC, Parcel ID's 014072, 007704 & 007705 (old Volkswagen Dealership): This site has sufficient acreage to accommodate the proposed park & ride facility. Demolition of existing structures and the displacement of a business would be required. Land disturbance at this site could introduce environmental concerns due to previous land uses. This site has limited visibility from the Route 460 Bypass.
- Various properties along Industrial Drive and Houchins Road, Parcel ID's 003873, 031639, 034008, 080301, 014196 & 018437: Each of these sites has sufficient acreage to accommodate the proposed park & ride facility. Roanoke Street, in the vicinity of Industrial Drive and Houchins Drive, contains numerous high volume access points. The introduction of any new vehicle traffic needing to turn onto either of these roads could create operational and safety issues. With some of these parcels, demolition of existing structures would be required; and, with others, the terrain could lead to possible grading issues. Additionally, there is a newly developed residential neighborhood in the proximity to these properties. Providing adequate separation between residential areas and the proposed park & ride would need to be addressed. Due to being off of the main travel corridors, these sites have limited visibility from I-81, Route 11 and Route 460 Bypass.
- William Craft, Jr. and WRLC3 Investments, LC properties, Parcel ID's 008668 & 004139 (Waffle House): This site does not offer sufficient acreage to accommodate the proposed park & ride facility. Demolition of an existing structure and the displacement of a business would be required.
- Shiffer Properties, LLC, Parcel ID's 036095, 033404 & 033405 (lots adjacent to the old Harley Davidson dealership): This site does not offer sufficient acreage to accommodate the proposed park & ride facility.
- RWW36, LLC and W. Clinton Graves Estate, Parcel ID's 020750 & 013265 (vacant parcels at the southeast corner of Roanoke Street and Route 460 bypass): This site has sufficient acreage to accommodate the proposed park & ride facility. The site has access to Route 11/460 off of Simmons Road and Alma Street, and has the potential for enhanced access with a potential break in the limited access line. VDOT also owns a portion of the property just east of the Route 460 Bypass northbound exit ramp which

Mr. Craig Meadows, et al  
June 3, 2014  
Page 3 of 3

reduces the overall acreage needed. This site is highly visible to motorists using Route 11 and Route 460 Bypass.

While several of the sites evaluated have potential for development of a new park & ride facility, the site made up of the properties owned by RWW36, LLC and W. Clinton Graves Estate, Parcel ID's 020750 & 013265 appear to be the most suitable location. VDOT is requesting support of this location in the form of a resolution from your respective Board of Supervisors and Town Council members at your next regularly scheduled meeting.

Should you have any questions or need additional information, please do not hesitate to call. Thank you.

Sincerely,



Thomas DiGiulian, PE, LS  
Assistant District Administrator  
Preliminary Engineering, Planning, Investment Management



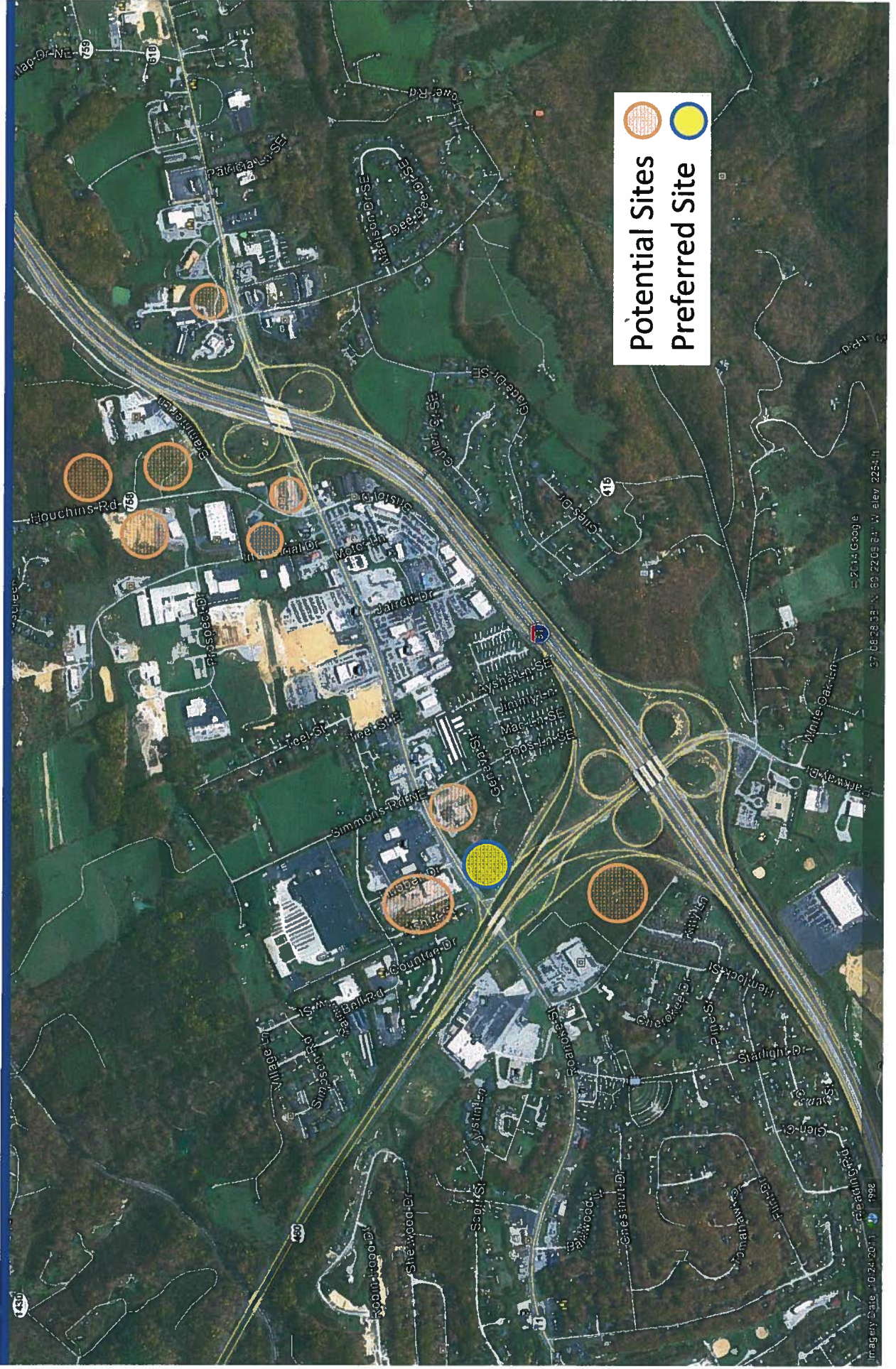
Michael Gray  
District Planner and Park & Ride Coordinator

c: Scott Woodrum  
David Clarke

lsh/SAW:



**May 27, 2014**





A RESOLUTION RECOMMENDING RELOCATION OF THE VIRGINIA DEPARTMENT OF  
TRANSPORTATION PARK-AND-RIDE LOT AT I-81 EXIT 118A ADJOINING FALLING BRANCH  
ELEMENTARY SCHOOL TO ROANOKE STREET ADJOINING THE U.S. ROUTE 460 BYPASS

WHEREAS the Town Council of Christiansburg, Virginia has studied the need to relocate the Virginia Department of Transportation (VDOT) Park-and-Ride lot adjoining the Falling Branch Elementary School property at I-81 Exit 118A in Montgomery County and has determined that it is appropriate that the Park-and-Ride lot be relocated; and,

WHEREAS, VDOT has proposed to relocate the Park-and-Ride lot to property on Roanoke Street adjoining the U.S. Route 460 Bypass (tax parcels 529 – ((2)) – 2-9 and 73-80; Parcel ID 020750 and tax parcels 529 – ((2)) – B, 1A, 81; Parcel ID 013265) in the Town of Christiansburg; and,

WHEREAS, the Christiansburg Town Council has found that the public necessity, convenience, and general welfare permit the relocation of the Park-and-Ride lot to Roanoke Street adjoining the U.S. Route 460 Bypass;

NOW THEREFORE, be it resolved that the Christiansburg Town Council recommends the relocation of the Park-and-Ride lot at I-81 Exit 118A adjoining the Falling Branch Elementary School property to Roanoke Street adjoining the U.S. Route 460 Bypass.

Upon a call for an aye and nay vote on the foregoing resolution on a motion by Councilman \_\_\_\_\_ seconded by Councilman \_\_\_\_\_ at a regular meeting of the Council of the Town of Christiansburg, Virginia held June 10, 2014, the members of the Council of the Town of Christiansburg, Virginia present throughout all deliberations on the foregoing and voting or abstaining, stood as indicated opposite their names as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Mayor D. Michael Barber*				
Samuel M. Bishop				
Cord Hall				
Steve Huppert				
Henry Showalter				
Bradford J. Stipes				
James W. Vanhoozier				

\*Mayor votes only in the event of a tie vote by Council.

\_\_\_\_\_  
D. Michael Barber, Mayor

A True Copy Test:

\_\_\_\_\_  
Michele M. Stipes, Clerk of Council



## BLACKSBURG TRANSIT CHRISTIANSBURG SERVICE

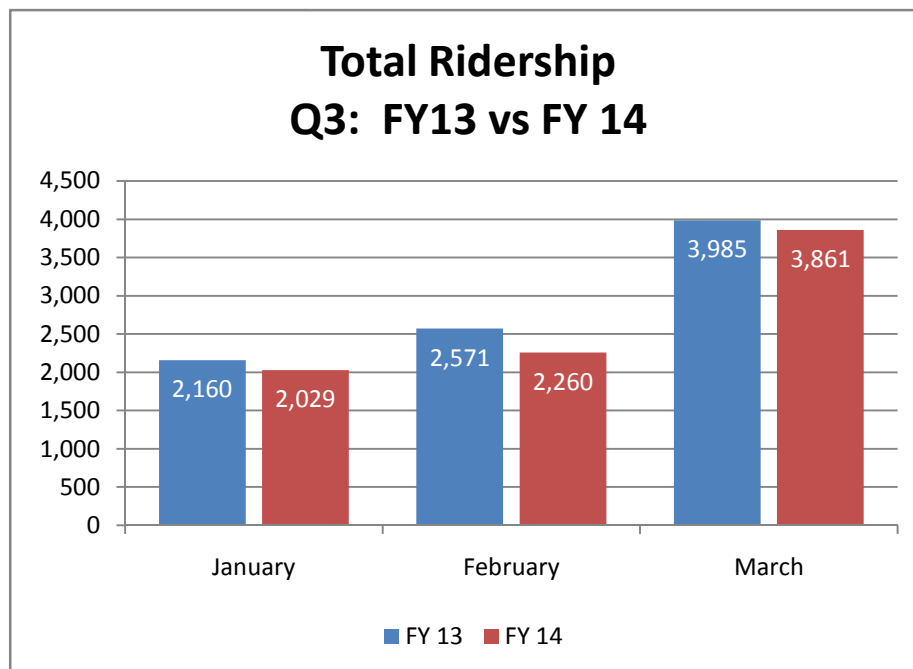
### THIRD QUARTER REPORT

January – March 2014 Data

### **Total Ridership Review**

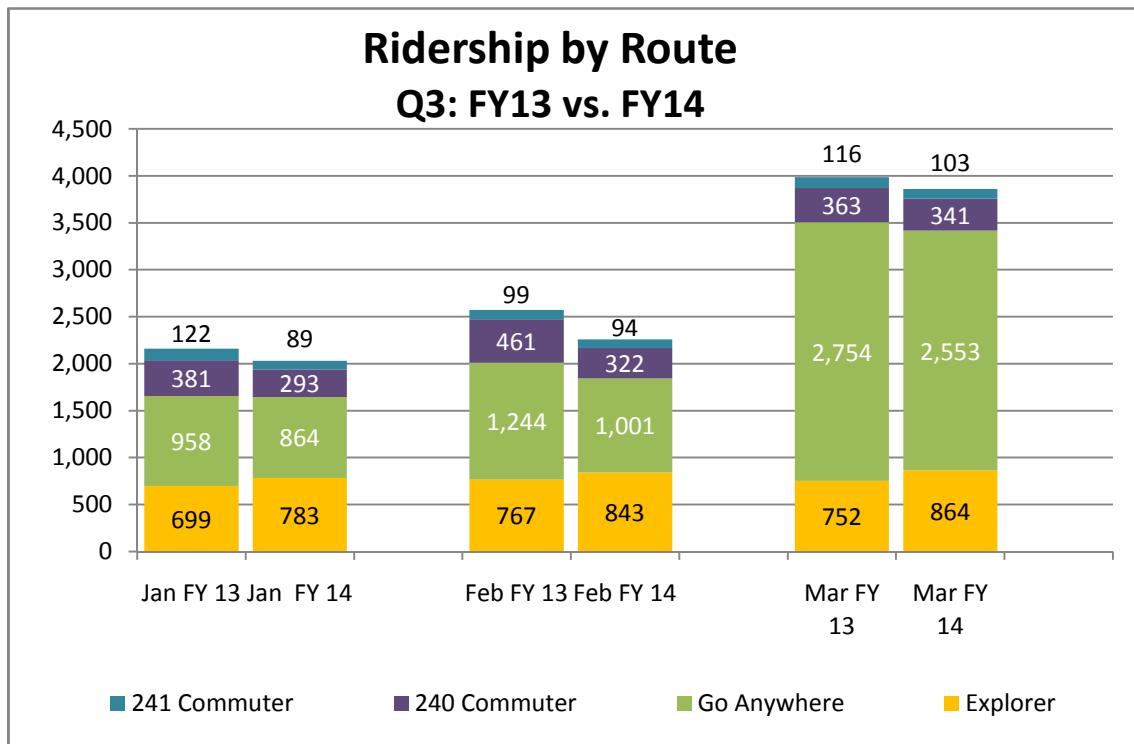
Below is a chart comparing ridership for the third quarter (January, February and March) FY 13 vs. FY 14. Total ridership for the third quarter decreased by 6.5 percent or -566 trips when compared to FY 13. Contributing factors to this decrease included cancellation of 3 ½ service days in February due to adverse weather and a decline in Go Anywhere trips.

A breakdown of ridership by route for each month can be found on the next page.



## Ridership by Route

Ridership is broken down by route, per month in the chart below.



## Explorer

Ridership on the Explorer route increased by 12.3 percent or 272 passenger trips in the third quarter of FY 14 vs. the same period in FY13. This increase may be the result of passengers transitioning from the Go Anywhere route to the Explorer. BT plans to conduct a ridership survey in the near future to determine ridership patterns/behaviors.

### **Explorer Courtesy Stops**

Courtesy stops, or stops not served on that route, take place on an almost daily basis. These courtesy stops range in location from the Red Oak Trailer Park on the north end of town to the Food Lion on Roanoke Street in the south-east area of town. In the third quarter of FY 14 there was an average of 80 courtesy stops per month, with the majority taking place for employment purposes.

## Go Anywhere

Ridership on the Go Anywhere route decreased by 10.9 percent or -538 trips. A contributing factor appears to be Go Anywhere passengers transitioning to the Explorer route; we plan to conduct a ridership survey beginning this summer to confirm this.

### **Aquatic Center Ridership**

As requested the chart to the right provides a comprehensive review of ridership on the Go Anywhere route for Aquatic Center events. These numbers are also contained within the Go Anywhere ridership chart (on page 2).

Service was provided to the Aquatic Center for events in February and March, with a large number of passenger trips generated from the March event.

Aquatic Center			
	FY 12	FY 13	FY 14
January			
February	319	169	175
March	838	1,604	1,653

It is important to note service for the Aquatic Center is billed separately.

### **Top 10 Origins & Destinations**

The breakdown between trip purposes is consistent between months. Employment continues to remain the number one trip purpose; it is anticipated that this will remain the same in the future.

The top 10 origins and destinations remain very similar each month with ridership for these locations primarily driven by employment and shopping based activities.

One new destination showed up on the list this time – 160 Wades Lane, better known as Christiansburg Elementary. One of our customers obtained a position at the school and travels there multiple times each week.

TOP 10 ORIGINS January - March, 2014		
1	2400 North Franklin Street Wal-Mart	124
2	Old Farm Village Road Residential area near Hubbell Lighting	117
3	736 New River Rd NRCC entrance at NRV Mall	114
4	555 North Franklin Street Kroger area	101
5	Reading Rd - Residence (Residential area behind Mont. Cty Govt Ctr)	78
6	Nugget Ridge Residential area on Radford Street/Route 11	60
7	2680 Market Street Burger King	57
8	Depot St near Lester Residential area	56
9	Giles Drive Residential area near Falling Branch	54
10	Simpson Road - "Linden Green" Residential area near Hubbell Lighting	48

TOP 10 DESTINATIONS January - March, 2014		
1	736 New River Rd NRCC entrance at NRV Mall	256
2	2400 North Franklin Street Wal-Mart	186
3	555 North Franklin Street Kroger area	102
4	400 Technology Drive Dish Network	86
5	2680 Market Street Burger King	79
6	160 Wades Lane Christiansburg Elementary	74
7	Nugget Ridge Residential area on Radford Street/Route 11	61
8	129 North Franklin Scissor Happy Hair Salon	60
9	Reading Rd - Residence (Residential area behind Mont. Cty Govt Ctr)	57
10	1600 North Franklin Street Christiansburg Recreation Center	57

## **Commuter**

The two Commuter routes have developed a strong core of regular riders, with most riding three to four days per week. Both Commuter routes continue to fluctuate depending on the Virginia Tech academic calendar, with lower ridership during breaks. Ridership on the Commuter routes decreased by 19.5 percent or -300 trips. The weather appears to play a role in ridership – when the potential for a snow storm exists riders prefer to have access to their own vehicles giving them the ability to leave work as needed, rather than wait for the bus.

As a reminder the two commuter routes serve the following areas:

240 Commuter serves the southern portion of Christiansburg including: Hubbell area, downtown neighborhoods, Oak Tree townhomes and a park & ride stop at Northgate Village.

241 Commuter serves the northern portion of Christiansburg including: neighborhoods on both sides of Peppers Ferry with a park & ride stop at the NRV Mall.

## **Service Updates**

Based on the results of the survey conducted in 2013 the following changes were recommended in February, 2014 and implemented on March 1, 2014:

Go Anywhere to service the LewisGale Hospital Montgomery Monday through Saturday (previously Tuesday's only). Trips to the hospital will be monitored for usage.

Add a stop on the Explorer route at the intersection of Radford Street and College Street.

New courtesy stop on the Explorer route at the intersection of Lester & Depot.

New courtesy stop on the Explorer route at Nugget Ridge.

The addition of service to the LewisGale Montgomery Hospital has proven successful, with a combined 31 trips to and from the hospital. In March, the Hospital was the 12th most popular origin and the 11th most popular destination. BT will continue to monitor the usage and if necessary provide additional recommendations.





MEMBERS OF THE BOARD

John W. Kirby, Jr., Chairman  
Sherwood G. Wilson, Vice-Chairman  
Wayne O. Nelson, Secretary  
Phyllis T. Albritton, Treasurer  
F. Craig Meadows

Caleb M. Taylor, P.E.  
Executive Director

Warren S. Neely, Jr.  
Attorney

May 27, 2014

Mr. Barry Helms  
Town Manager  
Town of Christiansburg  
100 East Main St.  
Christiansburg, VA 24073

**Re: At Large Board Member Appointment**

Dear Barry:

The NRV Regional Water Authority maintains a five (5) member Board as stipulated in the Amended and Restated Articles of Incorporation. One of the five members is an "At Large" member. Our current "At Large" member, John Kirby, announced that he did not want to be re-appointed to another term which would become effective July 1, 2014. John has served on the Authority board for almost 28 years. We appreciate his dedication and service to the Authority over the years and with the efforts in recent years associated with the Joinder Study and making the Authority what it is today.

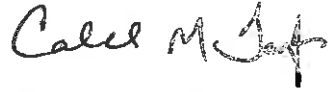
To replace John, Dr. Gregory Boardman, a Professor of Civil and Environmental Engineering and Director of the Annual Short Courses for Treatment Plant Operators at Virginia Tech was recommended. Dr. Boardman is familiar with the NRV Regional Water Authority and its operations. The board unanimously voted to accept Dr. Boardman as the "At Large" member at its May 21, 2014 board meeting which will be effective July 1, 2014. Below is a short biographical sketch of Dr. Boardman's credentials that we would like to share with you and Town Council.

**Biographical Sketch**

Dr. Gregory Boardman is a Professor of Civil and Environmental Engineering and Director of the Annual Short Courses for Treatment Plant Operators at Virginia Tech. Dr. Boardman is a Fellow of the American Society of Civil Engineers (F.ASCE), licensed as a professional engineer (P.E.) in Virginia, and registered as a Diplomate of Environmental Engineering (DEE) with expertise in the areas of water and wastewater engineering. He performs research and teaches courses in the areas of environmental engineering principles, industrial and hazardous waste management, environmental toxicology, and water and wastewater treatment processes. Since joining the Virginia Tech faculty in 1976, Dr. Boardman has served as an engineering consultant to more than 30 agencies and companies, been the principal or co-principal investigator for more than 135

funded research projects, and published more than 160 papers and reports in the environmental area.

Sincerely,

A handwritten signature in dark ink, appearing to read "Caleb M. Taylor". The signature is fluid and cursive, with the first name "Caleb" being more prominent.

Caleb M. Taylor, P.E.  
Executive Director

CT/sh

cc: file