



Regular Council Meeting

A G E N D A

July 25, 2023

7:00 p.m.

Administrative

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

Public Hearings

Consent Agenda (roll call)

Old Business

New Business

- | | |
|-----------------|---|
| 1-FIN-2-42-7-25 | HEAT Grant Award Year (AY) 2023 (roll call) |
| 2-CC-15-1-7-25 | Resolution - FEMA Grant Application Forms – Generators at Bedford Memorial Hospital (roll call) |
| 3-CC-15-1-7-25 | Release of Restrictive Covenant (roll call) |

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

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

ITEM: HEAT Grant Award Year (AY) 2023

DATE OF COUNCIL MEETING: July 25, 2023

DATE: July 10, 2023

PRESENTATION:

The Town of Bedford Police Department has been awarded a HEAT Program Equipment Reimbursement grant from the Virginia Department of State Police for \$12,500. This is a 100% reimbursement grant, without a match requirement. This grant award allows the Police Department to purchase equipment that will be used for investigating vehicle thefts and promoting the prevention of vehicle theft, specifically providing thermal imaging capability.

ACTION REQUESTED:

Town Council is requested to approve the below budget amendment which will appropriate budget to the general ledger accounts listed.

<i>Budget Entry:</i>		
Revenue Increase		
100033-424060	HEAT Grant AY 2023 Revenue	\$12,500
Expenditure Increase		
10033110-557276	HEAT Grant AY 2023 Expense	\$12,500

		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: Resolution - FEMA Grant Application Forms – Generators at Bedford Memorial Hospital

DATE OF COUNCIL MEETING: July 25, 2023

DATE: July 21, 2023

PRESENTATION:

As part of the Central Virginia Hazard Mitigation Plan adopted by Council in March 2021, FEMA offers grants to mitigate certain hazards. One of those mitigation strategies is to improve power at Bedford Memorial Hospital, which is listed as one of several Critical Facilities in the plan. FEMA has grants that could help provide generators and ancillary improvements for emergency power at the Hospital.

Town staff has been working with the Virginia Department of Emergency Management as the agency that can submit grant requests to FEMA. Certain assurances and forms must be signed and included as part of the application submittal. The Town Attorney has reviewed required forms related to this Federal grant request.

ACTION REQUESTED:

Town Council is requested to adopt the attached Resolution authorizing the Town Manager to sign the required assurance forms and to also support the grant application.

Attachment:

Resolution

		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. ()	

RESOLUTION

TOWN COUNCIL OF BEDFORD IN SUPPORT OF APPLYING FOR A FEMA GRANT FOR GENERATORS AT BEDFORD MEMORIAL HOSPITAL IN THE TOWN OF BEDFORD, VIRGINIA AND AUTHORIZING STAFF TO SIGN REQUIRED ASSURANCE FORMS

WHEREAS, the 2020 Central Virginia Planning District Commission “Hazard Mitigation Plan” was adopted by Town Council on March 23, 2021; and

WHEREAS, the Plan identified Centra Bedford Memorial Hospital as a Critical Facility and included a hazard mitigation strategy to, “Seek opportunities to evaluate and execute improvements (e.g. backup generators) to harden essential community resources to ensure safe and continued service during short or long-term disruption caused by natural disaster, epidemic or other disruption factor including Bedford Memorial Hospital”; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has grant programs to assist communities with emergency preparedness; and

WHEREAS, Town staff have been working with the Virginia Department of Emergency Management as the grant submitting agency for a FEMA grant to provide generators and ancillary improvements for emergency power at the Hospital; and

WHEREAS, the Electric Committee of the Town of Bedford met on June 22, 2021, to discuss the role of Bedford Electric in improving service to the hospital and that the Town was assisting the Hospital with FEMA grants for generators; and

WHEREAS, the Town Attorney has worked with legal counsel for the Hospital to draft a memorandum of understanding for fiscal responsibility and has reviewed required forms related to a Federal grant; and

WHEREAS, the FEMA application requires that appropriate staff sign various documents as assurances related to the project; and

NOW THEREFORE, BE IT RESOLVED that the Bedford Town Council supports an application seeking grant funding from FEMA to further the purpose of hazard preparedness; and

BE IT FURTHER RESOLVED that the Town Manager is authorized to sign required assurances, forms and documents related to FEMA grants, but is not authorized to execute and deliver any agreement that requires the expenditure of public funds on a specific project without further action of this Council.

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

ITEM: Release of Restrictive Covenant

DATE OF COUNCIL MEETING: July 25, 2023

DATE: July 21, 2023

PRESENTATION:

The final land transfer to consolidate the land and easements for the Burks Road hotel project is about to close. This is to transfer approximately 0.957 acres of land owned by the D-Day Memorial to D-DAY OMSTAY, LLC, which is the developer of the hotel. The D-Day Memorial Property was conveyed by the City (now Town) of Bedford subject to the covenant that it would only used for the purposes of the Memorial. The developer of the hotel property and the D-Day Memorial Foundation have requested that the Town release its covenant as to the 0.957 acres only so that the developer can use it as part of the hotel project.

ACTION REQUESTED:

Town Council is requested to approve the release of the covenant and authorize the Mayor to execute and deliver the necessary closing documents.

		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.	()

Prepared by: Radford & Wandrei, P.C.
112 S. Bridge St
Bedford, VA 24523

Grantees address:

TAX MAP#: Part of 232-A-3-T
RPC #: Part of 80503429
Title Insurance: Fidelity National Title Insurance Company
Consideration: \$ 70,000.00
Assessed Value: not assessed as a separate parcel

THIS DEED, made this the ___ day of _____, 2023, by and between **NATIONAL D-DAY MEMORIAL FOUNDATION, LTD**, a Virginia nonstock corporation, Grantor, party of the first part; **DDAY OMSTAY, LLC**, a Virginia limited liability company, Grantee, party of the second part; **BANK OF THE JAMES**, a Virginia corporation, Grantor, party of the third part; **THE TOWN OF BEDFORD**, a Virginia municipal corporation, Grantor, party of the fourth part; and **CONNIE B. DINWIDDIE**, Grantor, party of the fifth part.

WHEREAS, National D-Day Memorial Foundation, LTD has contracted to sell the herein described property to DDay OMStay LLC; and,

WHEREAS, National D-Day Memorial Foundation, LTD entered into negative pledge agreement with Bank of the James dated March 30, 2015 and recorded in the aforesaid clerk's office on April 8, 2015 as Instrument Number 150003026; and,

WHEREAS, Bank of the James joins in this deed solely for the purpose of releasing the herein described property from the aforesaid negative pledge agreement; and,

WHEREAS, by deed dated November 14, 1997, recorded December 10, 1997 in the Clerk's Office of the Circuit Court of Bedford County, Virginia as Instrument Number 970013653 the City of Bedford now the Town of Bedford conveyed a 35.013 acre parcel to National D-Day Memorial Foundation, LTD; and,

WHEREAS, the aforesaid 35.013 acre parcel includes the property herein conveyed; and,

WHEREAS, the City (now Town) of Bedford conveyed the 35.013 acre parcel subject to the condition that such real estate shall not be used for any purpose other than as a site for the D-Day Memorial; and,

WEHREAS, the Town of Bedford joins in this deed solely for the purpose of releasing the 0.957 acre parcel herein conveyed from the restriction that it be used solely for the D-Day Memorial as contemplated in the Agreement for Development of the D-Day Memorial dated September 24, 1996.

WHEREAS, the aforesaid deed between the City of Bedford and the National D-Day Memorial Foundation, Ltd. expressly confirmed the terms of an unrecorded option agreement dated March 22, 1996 between W. R. Dinwiddie and Connie B. Dinwiddie (the "Dinwiddies") and the City of Bedford; and,

WHEREAS, the option agreement provided that the Dinwiddies would retain the right to repurchase any portion of the aforesaid property during the lifetime of Wilmer R. Dinwiddie and Connie B. Dinwiddie or the survivor of them; and,

WHEREAS, Wilmer R. Dinwiddie has since departed this life on August 27, 2019; and,

WHEREAS, Connie B. Dinwiddie executes this deed to release the herein described parcel from the terms of the aforesaid option agreement dated March 22, 1996.

*** W I T N E S S E T H ***

That for and in consideration of the sum of TEN DOLLARS (\$10.00) DOLLARS, cash in hand, paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby

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acknowledged, the NATIONAL D DAY MEMORIAL FOUNDATION, LTD. does hereby GRANT and CONVEY with SPECIAL WARRANTY of title as provided by Va. Code §§ 55.1-356 and 55.1-359 through 55.1-362 as amended, unto the said grantee, DDAY OMSTAY, LLC, all of the hereinafter described real property, and being more particularly described as follows, to-wit:

All that certain tract or parcel of real property together with the improvements thereon and the privileges and appurtenances thereto appertaining, situate in the Town of Bedford, Virginia containing **0.957 acre**, shown on a plat made by W. G. Yeager, dated June 28, 2023, entitled "PART AND PARCEL SURVEY OF 0.957 ACRE PROPERTY OF NATIONAL D-DAY MEMORIAL FOUNDATION," a copy of which is attached hereto and by reference made a part hereof.

BEING part of the same real estate conveyed to National D Day Memorial Foundation, Ltd, by The City of Bedford Virginia by deed dated November 14, 1997, recorded December 10, 1997 in the Clerk's Office of the Circuit Court of Bedford County, Virginia as Instrument Number 970013653.

This conveyance is made subject to all conditions, easements, encumbrances, rights-of-way, reservations, and restrictions of record which affect said property, and any matters which would be revealed by an accurate survey of said property. This conveyance is further made subject to the following conditions:

1. It is understood that the party of the second part intends to develop the herein conveyed property and adjoining parcel Tax Map Number 233-A-19T. Upon completion of development activities, the Grantee shall install evergreen trees or similar type trees as permitted by the Town of Bedford Zoning Ordinance to screen the Grantee's property from the remaining property of the National D-Day Memorial Foundation, Ltd.
2. The party of the second part acknowledges that the property herein conveyed shall

become part and parcel with the adjoining property of the Grantee Tax Map # 233-A-19T which shall contain 4.452 acres. The party of the second part further agrees that the 0.957 acre parcel described herein shall not be conveyed as a separate building lot.

3. The party of the second part further agrees that the Town of Bedford is granted a perpetual easement and right of way to operate its existing electric facilities and appurtenances on the 4.452 acre parcel. Any future relocation of the existing electric facilities must be reviewed and approved by the Town of Bedford.

The party of the third part, BANK OF THE JAMES, agrees to quit claim and release unto the party of the second part, D DAY OMSTAY, LLC, any interest the party of the third part have in the property herein conveyed pursuant to the terms of a certain negative pledge agreement dated March 30, 2015 and recorded in the aforesaid clerk's office on April 8, 2015 as Instrument Number 150003026.

The party of the fourth part, TOWN OF BEDFORD by Timothy Black its Mayor joins in this deed solely for the purpose of releasing the 0.957 acre parcel herein conveyed from the restriction that it be used solely for the D-Day Memorial.

The party of the fifth part, CONNIE B. DINWIDDIE, hereby joins in this deed solely for the purpose of releasing her right to repurchase the 0.957 acre parcel herein conveyed from the terms of the option agreement dated March 22, 1996.

WITNESS the following signatures and seals:

NATIONAL D-DAY
MEMORIAL FOUNDATION, LTD

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_____(SEAL)

By: April Cheek-Messier
Its: President and CEO

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this the ____ day of _____, 2023, by NATIONAL D-DAY MEMORIAL FOUNDATION, LTD, by APRIL CHEEK-MESSIER, its President and CEO upon authority duly conferred.

Notary Public

My commission expires: _____

Notary Id #: _____

DDAY OMSTAY, LLC

By: _____
Its: _____

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this the ____ day of _____, 2023, by DDAY OMSTAY LLC, by _____ its _____ upon authority duly conferred.

Notary Public

My commission expires: _____

Notary Id #: _____

BANK OF THE JAMES

By: _____
Its: _____ (SEAL)

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this the ____ day of _____, 2023, by BANK OF THE JAMES, by _____ its _____ upon authority duly conferred.

Notary Public

My commission expires: _____

Notary Id #: _____

TOWN OF BEDFORD, VIRGINIA

(SEAL)

By: Timothy Black
Its: Mayor

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this the ____ day of _____, 2023, by the TOWN OF BEDFORD, VIRGINIA, a municipal corporation, by Timothy Black its Mayor upon authority duly conferred.

Notary Public

My commission expires: _____

Notary Id #: _____

_____(SEAL)
Connie B. Dinwiddie

STATE OF _____

CITY/COUNTY OF _____

The foregoing instrument was acknowledged before me this the ____ day of _____, 2023, by CONNIE B. DINWIDDIE.

Notary Public

My commission expires: _____

Notary Id #: _____

4860-8993-2143, v. 1