



**BOARD OF SUPERVISORS
BUSINESS MEETING
Tuesday, July 19, 2022 – 7:00 PM**

**Board Meeting Room
39 Bank Street, SE,
Chatham, Virginia 24531**

AGENDA

- 1. CALL TO ORDER (7:00 PM)**
- 2. ROLL CALL**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. AGENDA ITEMS TO BE ADDED**
- 6. APPROVAL OF AGENDA**
- 7. CONSENT AGENDA**
 - a. County's 2022 June Bill List Approval (online); (Staff Contact: Kimberly G. Van Der Hyde)
 - b. Board Meeting Minutes Approval (Staff Contact: Kaylyn M. McCluster)
 - c. Resolution # 2022-07-02 (Support for Williams' Efforts to Build the SRE and the Electric Motor Driven Compressor Unit at Station 166 in the County) Adoption (Staff Contact: Kaylyn M. McCluster)
 - d. Resolution # 2022-07-01 (Support of MVP's FERC Certificate Extension) Adoption (Staff Contact: Kaylyn M. McCluster)
 - e. Resolution # 2022-07-04 (Smart Scale Applications Support) Adoption (Staff Contact: Emily S. Ragsdale)
 - f. County Issued Property Upon Employment Separation Policy Revision Approval (Staff Contact: Holly E. Stanfield)
 - g. Re-appointment: Library Board (Dan River District); (Janice Fitts); (Supervisor Chesher)
 - h. Appointment: DPCS (Westover District); (Gayle Breakley); (Supervisor Scarce)

- i. Re-appointment: CPMT (Parent Representative); (Amy Edwards); (Staff Contact: Cheryl J. Boswell)
- j. Re-appointment: CPMT (Private Provider); (Monica Karavanic); (Staff Contact: Cheryl J. Boswell)
- k. County/Danville/VADEQ Memorandum of Agreement Execution Approval (Staff Contact: Matthew D. Rowe)
- l. County Landfill Scale Equipment Purchase Approval (Staff Contact: Chris Adcock)
- m. Disposal of Waste Material at County Landfill Approval (Staff Contact: Chris Adcock)
- n. Agenda Software Contract Approval (Staff Contact: Dave F. Arnold)
- o. DRF Grant Agreement (County Administrator Search) Approval Ratification (Staff Contact: Kimberly G. Van Der Hyde)
- p. Cherrystone Dams 1 and 2a Engineering/Design Contract Approval (Staff Contact: Christopher C. Slemp)
- q. Erosion and Sediment Control Inspection Contract Approval (Staff Contact: Emily S. Ragsdale)

8. PRESENTATIONS

- a. General Presentations (Board of Supervisors)
- b. School's 1% Sales Tax Referendum Presentation (Presenter: Dr. Jones)

9. HEARING OF THE CITIZENS

Each person addressing the Board under Hearing of the Citizens shall be a resident or land owner of the County, or the registered agent of such resident or land owner. Each person shall step up, give his/her name and district in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes. No person shall be permitted to address the Board more than once during Hearing of the Citizens. All remarks shall be addressed to the Board as a body and not to any individual member thereof. Hearing of the Citizens shall last for a maximum of forty-five (45) minutes. Any individual that is signed up to speak during said section who does not get the opportunity to do so because of the aforementioned time limit, shall be given speaking priority at the next Board meeting. Absent Chairman's approval, no person shall be able to speak who has not signed up.

10. PUBLIC HEARINGS

A. Rezoning Public Hearings

Pursuant to Article V, Division 6, of the Pittsylvania County Zoning Ordinance, the Board of Supervisors have been empowered to hear and decide specific zoning issues and zoning map changes in support of said Ordinance. In accomplishing this important task, the Board is responsible for promoting the health, safety, and general

public welfare of the citizens of Pittsylvania County. The Board must ensure that all of its decisions and regulations be directed to these goals and that each be consistent with the environment, the comprehensive plan, and in the best interest of Pittsylvania County, its citizens, and its posterity.

- Case 1:** Public Hearing: Case R-22-013; Nguyen Properties, LLC; Rezoning from RC-1, Residential Combined Subdivision District, to MHP, Residential Manufactured Housing Park. The Planning Commission recommended, by a 7-0 vote, with opposition, that the Petitioner's request be denied. (Supervisor Ingram)
- Case 2:** Public Hearing: Case R-22-016; Jasmin Ruiz; Rezoning from B-2, Business District, General, to R-1, Residential Suburban Subdivision District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Dalton)
- Case 3:** Public Hearing: Case R-22-017; Bradley and Heather Barron; Rezoning from RE, Residential Estates District, to A-1, Agricultural District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted. (Supervisor Dalton)
- Case 4:** Public Hearing: Case R-22-018; Robert and Angela Carlberg; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Dudley)

B. Other Public Hearings

Each person addressing the Board under a Public Hearing shall step up, give his/her name and district, and/or his/her place of residency for non-County citizens, in an audible tone of voice for the record, and unless further time is granted by the Chairman, shall limit his/her address to three (3) minutes; speakers for a group shall be limited to ten (10) minutes. Speakers shall conclude their remarks at that time, unless the consent of the Board is affirmatively given to extend the speakers allotted time. Absent Chairman's approval, no person shall be able to speak who has not signed up.

1. Public Hearing: County EMS Billing Rates Revisions; (Staff Contact: Chris Key)
2. Public Hearing: Page Road Property Disposition (Staff Contact: Chris Adcock)

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- a. Resolution # 2022-07-03 (Supporting Naming the Business U.S. 29 North Bridge in Pittsylvania County, Virginia, Banister District, the "Deputy Sheriff J. Holland Thomas, Sr., Memorial Bridge") Adoption (Chairman Ingram)

13. MATTERS FROM WORK SESSION (IF ANY)

14. BOARD MEMBER REPORTS

- 15. COUNTY ADMINISTRATOR REPORTS**
- 16. ADJOURNMENT**



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	County's 2022 June Bill List Approval (online); (Staff Contact: Kimberly G. Van Der Hyde)		
Staff Contact(s):	Kimberly G. Van Der Hyde		
Agenda Date:	July 19, 2022	Item Number:	7.a
Attachment(s):			
Reviewed By:	VH		

SUMMARY:

At each Board Business Meeting, the County's Auditors recommend the Board review payments made by the County as oversight of County Fund expenditures. Said June Bill List is found at the below link:

<https://weblink.pittgov.net/WebLink/Browse.aspx?id=452771&dbid=0&repo=PittGovDocs>

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the County's 2022 June Bill List as presented.

MOTION:

"I make a Motion to approve the County's 2022 June Bill List as presented."



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Board Meeting Minutes Approval (Staff Contact: Kaylyn M. McCluster)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	July 19, 2022	Item Number:	7.b
Attachment(s):	06-21-2022 Finance Committee Meeting - DRAFT 06-21-2022 Work Session - DRAFT 06-21-2022 Business Meeting - DRAFT		
Reviewed By:	VH		

SUMMARY:

For the Board's review and consideration, attached are the following Board Meeting Minutes:

- (1) 06/21/2022 (Finance Committee); and
- (2) 06/21/2022 (Work Session); and
- (3) 06/21/2022 (Business Meeting).

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board adopt the Board Meeting Minutes as attached and presented.

MOTION:

"I make a Motion to adopt the Board Meeting Minutes as attached and presented."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
FINANCE COMMITTEE MEETING
June 21, 2022

VIRGINIA: The Pittsylvania County Board of Supervisors’ (“Board”) Finance Committee Meeting was held on June 21, 2022, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER

Dalton called the Meeting to Order at 2:00 PM.

ROLL CALL

The following Board Members were present:

Attendee Name	Title	Status
Darrell Dalton	Chairman - Callands-Gretna District	Present
Jessie L. Barksdale	Supervisor - Banister District	Present
Tim Chesher	Supervisor - Dan River District	Absent
William V. ("Vic") Ingram	Supervisor – Tunstall District	Present

Also in attendance were Dudley, Scearce, and Warren.

AGENDA ITEMS TO BE ADDED

None.

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barksdale
SECONDER:	Ingram
AYES:	Dalton, Barksdale, Ingram
ABSENT:	Chesher

NEW BUSINESS

a. County Water and Sewer Rate Study (Staff Contact: Chris Adcock)

Charles Archer, the County’s engineering consultant with Freese and Nichols, presented a summary of the final Water and Wastewater Master Plan and Rate Study to the Committee. His presentation can be found on the County’s website at www.pittsylvaniacountyva.gov.

b. Cost of Living Increases-State vs Local (Staff Contact: Kim Van Der Hyde)

During the County’s Budget process, the Board approved a Cost of Living (“COLA”) Increase in the amount of 3.6% for all County employees on the County’s Pay Plan. The Consumer Price Index (“CPI”) is the metric that the County annually uses to determine COLA’s. The CPI that should have been used for FY2023 was 7.4%. However, at that time, the County Finance Director, in consultation with the Interim County Administrator, adjusted this rate to 3.6% since

Finance Committee
June 21, 2022

the County had made several salary adjustments during FY2022. At the time of FY2023 County Budget approval, the State had not yet approved a FY2023 Budget. The County received Budget estimates for Constitutional Offices on June 8, 2022. It is the intention of the State to provide a 5% salary increase for FY2023, effective August 1 and another 5% salary increase for FY2024. The County also received notification that the Department of Social Services (“DSS”) employees will receive a 5% salary increase for FY2023, effective July 1 and a \$1,000 bonus in December. Considering the recent economic downturn and a review of the current CPI, which was 9.2% as of May 31, 2022, County Staff feels strongly that all employees should receive a 5% COLA. Not only would this increase provide some assistance with increased day-to-day costs but would also ensure equity among all employees. The budgetary impact for the 1.4% additional increase would equate to roughly \$50,000 and would allow all County employees on the County’s Pay Plan to receive a 5% COLA for FY2023 effective August 1, 2022. This increase would be covered by carryover funds from the FY2022 County Budget. Only DSS employees would receive their increase on July 1 and their increase would be covered primarily by State funds and would not require additional local funding.

Motion to recommend to the full Board the approval of a COLA increase of 5% for all County employees on the County's Pay Plan, effective August 1, 2022.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ingram
SECONDER:	Barksdale
AYES:	Dalton, Barksdale, Ingram
ABSENT:	Chesher

c. Health/Dental Insurance Premium Review (Staff Contact: Kim Van Der Hyde)

Van Der Hyde notified the Board of the increase of the County’s health insurance rates, which is just under 10%. She stated the County’s intention is to continue to help all tiers of insurance plans, so County employees are not experiencing the brunt of the increase. There is also a possibility of available funds to be used for this increase.

d. Gretna Library Landscaping Funding (Staff Contact: Lisa Tuite)

Members of the Library Board and library employees were present to request the County’s support in the form of an additional \$100,000 in funding. The expanded landscape plan is estimated to cost \$450,000. Some of these elements are included in the original plans and funding (\$80,000), but the new elements total approximately \$370,000. DRF has committed to fund \$150,000 of that total, contingent upon the County’s willingness to contribute to this Project, and DRF has suggested that a \$100,000 contribution to the Project from the County would be a reasonable cost share.

Motion to forward the Library Landscaping Funding to the Full Board for approval of the support of the County's portion.

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ingram
SECONDER:	Barksdale
AYES:	Dalton, Barksdale, Ingram
ABSENT:	Chesher

e. ETC Renovations (Staff Contacts: Christopher Slemp/Kelly Keesee)

Slemp stated a September 2021 Report from the Virginia Department of Elections recommends additional upgrades to the County's Elections and Training Center. These recommendations revolve around the physical aspects of the building such as security improvements and handicap access. Kelly Keesee, Registrar, has identified approximately \$100,000 in the Registrar's FY22 Budget that was earmarked for a June Primary. This Primary is not taking place and these funds could be transferred and used for the needed improvements.

Motion to table item until the July Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ingram
SECONDER:	Barksdale
AYES:	Dalton, Barksdale, Ingram
ABSENT:	Chesher

f. EMS Billing Rates Increase (Staff Contact: Kasey Seay)

The Fire and Rescue Commission ("FRC") recently appointed an Ad Hoc Committee to review the County's EMS billing rates. The Committee reported back to the FRC at its May Meeting and suggested the below changes to the County EMS billing rates. At the same Meeting, the FRC recommended the Board approve said changes.

	<u>Current</u>	<u>Proposed</u>
• Basic Life Support (non-emergent)	\$600	\$600
• Basic Life Support (emergent)	\$600	\$650
• Advanced Life Support (non-emergent)	\$750	\$775
• Advanced Life Support (emergent)	\$750	\$800
• Advanced Life Support II	\$900	\$1000
• Treat/No Transport	\$400	\$400
• Patient Refusal	\$75	\$100
• Mileage	\$16	\$18

The FRC is requesting the Board hold a Public Hearing at its July 2022 Business Meeting to allow citizen comments prior to enacting said proposed revisions.

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Motion recommending the full Board authorize County Staff to advertise for a Public Hearing at the July 2022 Board's Business Meeting regarding the above, potential County EMS billing rate changes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ingram
SECONDER:	Barksdale
AYES:	Dalton, Barksdale, Ingram
ABSENT:	Chesher

g. Potential Drug Box Regulation Changes (Staff Contact: Chris Key/Kasey Seay)

Key stated that currently Virginia's EMS Agencies rely on area hospitals, working in conjunction with local EMS Councils, to provide drugs and drug boxes for all highly controlled substances. Locally, the County also keeps lessor-controlled substances in stock and has other controls to track and administer these medications. Virginia is the only state to still use a drug box exchange program. Recently, the County's Public Safety Department has been made of aware of changes coming from the Virginia Board of Pharmacy that will lead to stricter controls of medications. Additionally, the Drug Enforcement Agency is revising its rules and regulations that could bring serious changes to the drug box exchange program. No action is required at this time, but Key wanted to bring awareness to this situation that could affect Public Safety.

h. FY22 Budget Transfers (Staff Contact: Christopher C. Slemp)

Slemp stated in the current FY22 County Budget there is a \$49,000 excess amount in the Line Item to fund Volunteer Virginia Line of Duty Death Benefits and to fund Volunteer Retirement Benefits for those Agencies that participate. At their April Meeting, the FRC discussed these issues and the FRC requested that the Board consider transferring \$24,000 from this Line and to the volunteer allotments. This is being requested due to Agencies having excess expenses in the current Fiscal Year due to inflation and excess cost of fuel and other Fire and Rescue supplies and equipment. The FRC has proposed that single service Agencies would receive an additional \$750, and dual service Agencies receive \$1,500.

Motion to recommend the full Board transfer \$24,000 from Line Item 100-4-032200-530600 to Line Item 100-4-032200-566100 in the FY22 County Budget, and that single service Agencies be given an additional \$750, and dual service Agencies be giving an additional \$1,500.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ingram
SECONDER:	Barksdale
AYES:	Dalton, Barksdale, Ingram
ABSENT:	Chesher

i. FY23 Funding Matrix (Staff Contact: Chris Key)

Key stated in FY22 the FRC, along with the Board, approved a new funding matrix which gave each Volunteer Fire and Rescue Agency a base amount of funding, and then additional funding

**Finance Committee
June 21, 2022**

based on call volume (the “Matrix”). Due to increases in call volumes, additional funding was needed in the FY23 County Budget to appropriately fund the Matrix. There is a need for an additional \$24,000 to fund the Matrix correctly and give those agencies with increased call volume the appropriate amount of funding. This increase was requested in the FY23 County Budget but was not funded. \$24,000 is being requested from the County’s FY23 Contingency Budget Line to correctly fund the Matrix. At the April FRC Meeting, the FRC discussed this Budget issue and voted to request the Board to appropriately fund the Matrix.

Motion to recommend the full Board approve the transfer of \$24,000 from the County’s FY23 Contingency Line to Line item 100-4-032200-566100 to appropriately fund the Matrix.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ingram
SECONDER:	Barksdale
AYES:	Dalton, Barksdale, Ingram
ABSENT:	Chesher

j. FY23 Additional Contingency Funding (Staff Contact: Chris Key)

Key stated in the Fire and Rescue’s FY23 County Budget Request, it was requested to increase the volunteer base allotments by an additional \$3000 per service the agency offered. However, the FRC has endorsed a plan to give fire departments an additional \$3,500 base amount and \$1,500 base increase for EMS agencies. Also, each Search and Rescue agency would receive an additional \$1000. This amounted to an overall increase of \$91,000 to line 100-4-032200-566100. Additionally, it was requested to increase the EMS pay per call from \$15 a call to \$25 a call. This would amount to an overall increase of \$77,500 for line 100-4-032200-566400. These requests were not funded but those requested amounts were placed in the contingency funds. The FRC has discussed this matter at the May Meeting and a Motion was put forth to request the Board transfer funds from FY23 contingencies to the appropriate fire and rescue Budget lines to fund the requested increases.

Motion to direct County Staff to further analyze the request, look at any unexpended funds that may be left over from the current fiscal year, and bring the information back to the Board at a subsequent meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ingram
SECONDER:	Barksdale
AYES:	Dalton, Barksdale, Ingram
ABSENT:	Chesher

MATTERS FROM COMMITTEE MEMBERS

None.

ADJOURNMENT

**Finance Committee
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Dalton adjourned the Meeting at 3:22 PM.

Draft

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
WORK SESSION
June 21, 2022

VIRGINIA: The Pittsylvania County Board of Supervisors' Work Session was held on June 21, 2022, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (4:30 PM)

Ingram called the Meeting to Order at 4:30 PM.

ROLL CALL

The following members were present:

Attendee Name	Title	Status	Arrived
William V. ("Vic") Ingram	Chairman - Tunstall District	Present	4:11 PM
Jessie L. Barksdale	Vice Chairman - Banister District	Present	4:05 PM
Tim Chesher	Supervisor - Dan River District	Absent	5:00 PM
Darrell Dalton	Supervisor - Callands-Gretna District	Present	4:04 PM
Timothy W. Dudley	Supervisor - Staunton River District	Present	4:13 PM
Ronald S. Scearce	Supervisor - Westover District	Present	4:06 PM
Robert ("Bob") W. Warren	Supervisor - Chatham-Blairs District	Present	4:07 PM

AGENDA ITEMS TO BE ADDED

None.

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Warren
SECONDER:	Dudley
AYES:	Ingram, Barksdale, Dalton, Dudley, Scearce, Warren
ABSENT:	Chesher

PRESENTATIONS

None.

STAFF, COMMITTEE, AND/OR CONSTITUTIONAL OFFICER REPORTS

a. Finance Committee Recommendations (Staff Contact: Kimberly G. Van Der Hyde); (5 minutes)

Van Der Hyde presented the Finance Committee recommendations to the Board as follows:

- Approval of COLA in the amount of 5% for all County employees on the County's Pay Plan, effective August 1, 2022.
- Public Hearing authorization for the July Meeting to increase the EMS billing rates.

Attachment: 06-21-2022 Work Session - DRAFT (3263 : Board Meeting Minutes Approval (Staff Contact: Kaylyn M. McCluster))

**Board of Supervisors
June 21, 2022
Work Session**

- Approval of \$100,000 commitment to secure DRF Grant for the Gretna Landscaping Project, with the funding source to be secured in the FY23 Budget.
- Approval of transfer in the amount of \$24,000 from the Fire and Rescue VRS line item to cover Fire and Rescue Agency fuel overruns for FY22.
- Approval of transfer of \$24,000 from the FY23 Budget to fund the funding matrix based on call volume.

Motion to approve the above items as a block vote at the Business Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dalton
SECONDER:	Warren
AYES:	Ingram, Barksdale, Dalton, Dudley, Searce, Warren
ABSENT:	Chesher

BUSINESS MEETING DISCUSSION ITEMS

None.

CLOSED SESSION

Motion to enter Closed Session.

The Board entered Closed Session at 4:45 PM.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dudley
SECONDER:	Dalton
AYES:	Ingram, Barksdale, Dalton, Dudley, Searce, Warren
ABSENT:	Chesher

- a. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body. (Staff Contact: Clarence C. Monday)

- (1) Legal Authority: Virginia Code § 2.2-3711(A)(3)
 Subject Matter: Property Disposition
 Purpose: Potential Disposition of Publicly Owned Property to Gospel Tabernacle Outreach Center

- b. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. (Staff Contact: J. Vaden Hunt, Esq.)

- (1) Legal Authority: Virginia Code § 2.2-3711(A)(8)
 Subject Matters: Jail Land Acquisition/Procurement; National Search for

Board of Supervisors
June 21, 2022
Work Session

Purpose: County Administrator Contract/Procurement
Legal Consultation/Legal Advice Regarding the Same

RETURN TO OPEN SESSION & CLOSED SESSION CERTIFICATION

The Board returned to Open Session at 6:36 PM and the following Certification was recorded:

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'
CLOSED MEETING CERTIFICATION

BE IT RESOLVED that at the Pittsylvania County Board of Supervisors' ("Board") Work Session on June 21, 2022, the Board hereby certifies by a recorded vote that to the best of each Board Member's knowledge only public business matters lawfully exempted from the Open Meeting requirements of the Virginia Freedom of Information Act ("Act") and identified in the Motion authorizing the Closed Meeting were heard, discussed, or considered in the Closed Meeting. If any Board Member believes that there was a departure from the requirements of the Act, he shall so state prior to the vote indicating the substance of the departure. The Statement shall be recorded in the Board's Minutes.

	<u>Vote</u>
Timothy W. Chesher	Yes
Darrell W. Dalton	Yes
Timothy W. Dudley	Yes
Ronald S. Scearce	Yes
Robert ("Bob") W. Warren	Yes
Jessie L. Barksdale	Yes
William V. ("Vic") Ingram	Yes

ADJOURNMENT

Ingram adjourned the Meeting at 6:37 PM.

Attachment: 06-21-2022 Work Session - DRAFT (3263 : Board Meeting Minutes Approval (Staff Contact: Kaylyn M. McCluster))

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
BUSINESS MEETING
June 21, 2022

VIRGINIA: The Pittsylvania County Board of Supervisors’ (“Board”) Business Meeting was held on June 21, 2022, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (7:00 PM)

Ingram called the Meeting to Order at 7:00 PM.

ROLL CALL

The following Board Members were present:

Attendee Name	Title	Status	Arrived
William V. ("Vic") Ingram	Chairman - Tunstall District	Present	6:44 PM
Jessie L. Barksdale	Vice Chairman - Banister District	Present	6:44 PM
Tim Chesher	Supervisor - Dan River District	Present	6:48 PM
Darrell Dalton	Supervisor - Callands-Gretna District	Present	6:45 PM
Timothy W. Dudley	Supervisor - Staunton River District	Present	6:44 PM
Ronald S. Searce	Supervisor - Westover District	Present	6:44 PM
Robert ("Bob") W. Warren	Supervisor - Chatham-Blairs District	Present	6:44 PM

AGENDA ITEMS TO BE ADDED

Motion to add the following items to the Agenda under Matters from the Work Session:

- Finance Committee Recommendations
- Berkley Group Work Order for County Administrator Search

RESULT: ADOPTED [UNANIMOUS]
MOVER: Searce
SECONDER: Warren
AYES: Ingram, Barksdale, Chesher, Dalton, Dudley, Searce, Warren

APPROVAL OF AGENDA

Motion to approve the Agenda as amended.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Dalton
SECONDER: Dudley
AYES: Ingram, Barksdale, Chesher, Dalton, Dudley, Searce, Warren

CONSENT AGENDA

Hunt stated he was notified by Adcock that item 7(p), Town of Chatham/County First Amendment to Master Water and Sewer Extension Approval, the document in the packet is correct except for the County and the Town now desire to have a 120-day extension rather than

Attachment: 06-21-2022 Business Meeting - DRAFT (3263 : Board Meeting Minutes Approval (Staff Contact: Kaylyn M. McCluster))

**Board of Supervisors
June 21, 2022
Business Meeting**

the 90-day extension.

Motion to approve Consent Agenda with the two (2) additional items and changing the Town of Chatham/County First Amendment to Master Water and Sewer Extension Approval to the 120-day extension.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Warren
SECONDER:	Chesher
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Searce, Warren

- a. County's 2022 May Bill List Approval (online); (Staff Contact: Kimberly G. Van Der Hyde)
- b. Board Meeting Minutes Approval (Staff Contact: Kaylyn M. McCluster)
- c. Certificate of Excellence (Tunstall High School Robotics State Championship) Adoption (Chairman Ingram)
- d. Proclamation Adoption Ratification (June 2; "Business Appreciation Day"); (Staff Contact: Kaylyn M. McCluster)
- e. Resolution # 2022-06-01 (VDOT Six (6)-Year Plan) Adoption (Staff Contact: Kaylyn M. McCluster)
- f. Certificate of Excellence (Nathan Harker Virginia Logger of the Year Award) Adoption (Contact: Supervisor Dudley)
- g. Certificate of Excellence (Emilee B. Harker Liberty University President's Award for Excellence in Teaching) Approval (Contact: Supervisor Dudley)
- h. Hurt Partners Landfill Tipping Fee Waiver Ratification (Staff Contact: Matthew D. Rowe)
- i. NRCS Cherrystone 2 Dam Grant/Appropriation Approval Ratification (Staff Contact: Christopher C. Slermp)
- j. Appointment: DPCS (Banister District); (Contact: Supervisor Barksdale)
- k. Appointment: DPCS Board (Callands-Gretna District); (Supervisor Dalton)
- l. Appointment: Library Board (Banister District); (Supervisor Barksdale)
- m. Re-Appointment (DCC Advisory Board); (Full Board); (Staff Contact: Kaylyn M. McCluster)
- n. Fire and Rescue ARPA Applications Funding Approval (Staff Contact: Christopher C. Slermp)
- o. Tax Refund Authorization Approval (J&J Trucking); (Staff Contact: Hon. Robin C. Goard)
- p. Town of Chatham/County First Amendment to Master Water and Sewer Extension Approval (Staff Contact: Chris Adcock)

**Board of Supervisors
June 21, 2022
Business Meeting**

- q. Virginia is for Lovers Grant County Fiscal Agent Approval (Staff Contact: Kim Van Der Hyde)

PRESENTATIONS

a. General Presentations (Board of Supervisors)

Slemp presented an award to Cascade Fire and Rescue and Dudley presented certificates of recognition to Nathan and Emilee Harker.

b. School's 1% Sales Tax Referendum Presentation (Presenter: Dr. Jones)

Dr. Irwin spoke on behalf of the campaign committee for the School's 1% Sales Tax Referendum. He stated members of the campaign committee have been to over twenty (20) events throughout the County educating citizens on the importance of this getting passed and what the money will be used for.

c. Danville DMO Regional Tourism Update Presentation (Staff Contact: Clarence C. Monday); (Presenter: Corrie T. Bobe)

Lisa Meriwether and Kattie Saunders introduced Jennifer Eddy, the Chief Marketing Strategist with Eddy Alexander, who will be working alongside the Regional Tourism Program for the City of Danville and the County. Her presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

HEARING OF THE CITIZENS

Jim Scarce, Westover District, thanked Warren, Scarce, Dudley, and Barksdale for approving his appointment to the DSS Board. He pledged that he would do his best to provide exceptional service to the community. He also thanked the leadership of the Board for working with the new reassessment firm to be sure the newly identified structures would be added to the books. He also corrected a statement from last month's Meeting regarding an accusation of an attack. He then stated his support of the new seating arrangement of the Board.

Laurie Midkiff, Callands-Gretna District, opined on COVID vaccine concerns.

Sandra Meyer, Chatham-Blairs District, also opined on COVID vaccine concerns.

L.C. Walker, Jr, representing the First Pentecostal Holiness Church, requested the Board reimburse the church for the past three (3) years taxes paid, due to the Board approving the tax-exempt application at the April Business Meeting.

PUBLIC HEARINGS

Board of Supervisors
June 21, 2022
Business Meeting

Rezoning Public Hearings

Case 1: Public Hearing: Case R-22-008 Robert and Barbie Eanes; Rezoning from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District. The Planning Commission recommended, by a 7-0 vote, with opposition, that the Petitioners' request be granted. (Supervisor Warren)

In Case R-22-008, Robert and Barbie Eanes (“Petitioners”) have petitioned to rezone 7.41 acres, from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District (to allow for two (2) dwellings to be placed on the property). The subject property is located on State Road 718/Snakepath Road, in the Chatham-Blairs Election District and is shown on the Tax Maps as GPIN # 2434-10-4406. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On May 3, 2022, the Planning Commission recommended, by a 7-0 vote, with opposition, that the Petitioners’ request be granted.

Ingram opened the Public Hearing at 8:04 PM. Barbie Eanes was present to represent the Petition. No one signed up to speak and Ingram closed the Public Hearing at 8:05 PM.

Motion to approve the rezoning of rezone 7.41 acres from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, to allow for two (2) dwellings to be placed on the property. The rezoning would be consistent with the County’s Comprehensive Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Warren
SECONDER:	Dudley
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Scarce, Warren

Case 2: Public Hearing: Case R-22-009; Ronnie Warren; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Ingram)

In Case R-22-009, Ronnie Warren (“Petitioner”) has petitioned to rezone 2.91 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow for an accessory structure to be placed without a dwelling on the property). The subject property is located on State Road 622/Cascade Road, in the Tunstall Election District, and shown on the Tax Maps as GPIN # 1358-08-7268. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On May 3, 2022, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner’s request be granted.

Ingram opened the Public Hearing at 8:07 PM. Petitioner was present to represent the Petition. No one signed up to speak and Ingram closed the Public Hearing at 8:08 PM.

Motion to approve the rezoning of rezone 2.91 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for an accessory structure to be placed on the property. The rezoning would be consistent with the County’s Comprehensive

Board of Supervisors
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Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ingram
SECONDER:	Barksdale
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Scarce, Warren

Case 3: Public Hearing: Case R-22-015; Bradley and Shannon Mceowen; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted. (Supervisor Barksdale)

In Case R-22-015, Bradley and Shannon Mceowen (“Petitioners”) have petitioned to rezone a total of 34.9 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow for agricultural uses). The subject property is located on State Road 57/Halifax Road, in the Banister Election District, and shown on the Tax Maps as GPIN #s 2456- 0198 and 2456-31-5275. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On May 3, 2022, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners’ request be granted.

Ingram opened the Public Hearing at 8:09 PM. Mceowen was present to represent the Petition. No one signed up to speak and Ingram closed the Public Hearing at 8:10 PM.

Motion to approve the rezoning of a total of 34.9 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for agricultural uses. The rezoning would be consistent with the County’s Comprehensive Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ingram
SECONDER:	Chesher
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Scarce, Warren

Case 4: Public Hearing: Case R-22-019; Industrial Development Authority of Pittsylvania County, Virginia; Rezoning from M-1, Industrial District, Light Industry, to M-2, Industrial District, Heavy Industry. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Ingram)

In Case R-22-019, the Industrial Development Authority of Pittsylvania County, Virginia (“Petitioner”) has petitioned to rezone 36.5 acres, from M-1, Industrial District, Light Industry, to M-2, Industrial District, Heavy Industry (to allow for more intensive industrial uses). The subject property is located on Brosville Industrial Trail, in the Tunstall Election District, and shown on the Tax Map as GPIN #1368-56-4743. Once the property is rezoned to M-2, all uses listed under Pittsylvania County Code § 35-402 are permitted. On June 7, 2022, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner’s request be granted.

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Ingram opened the Public Hearing at 8:11 PM. Warren stated the summary in the packet refers to it being changed to A-1, and it should be M-2. No one signed up to speak and Ingram closed the Public Hearing at 8:13 PM.

Motion to approve the rezoning of rezone 36.5 acres from M-1, Industrial District, Light Industry, to M-2, Industrial District, Heavy Industry, to allow for more intensive industrial uses. The rezoning would be consistent with the County's Comprehensive Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Barksdale
SECONDER:	Warren
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Searce, Warren

Case 5: Public Hearing: Case R-22-023; Industrial Development Authority of Pittsylvania County, Virginia; Rezoning from M-1, Industrial District, Light Industry, to M-2, Industrial District, Heavy Industry. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Chesher)

In Case R-22-023, the Industrial Development Authority of Pittsylvania County, Virginia ("Petitioner"), has petitioned to rezone 51.04 acres from M-1, Industrial District, Light Industry, to M-2, Industrial District, Heavy Industry (to allow for more intensive industrial uses). The subject property is located on State Road 1299/Cane Creek Parkway, in the Dan River Election District, and shown on the Tax Map as GPIN #2347-69-4959. Once the property is rezoned to M-2, all uses listed under Pittsylvania County Code § 35-402 are permitted. On June 7, 2022, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted.

Ingram opened the Public Hearing at 8:13 PM. No one signed up to speak and Ingram closed the Public Hearing at 8:14 PM.

Motion to approve the rezoning of rezone 51.04 acres from M-1, Industrial District, Light Industry, to M-2, Industrial District, Heavy Industry, to allow for more intensive industrial uses. The rezoning would be consistent with the County's Comprehensive Plan.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chesher
SECONDER:	Warren
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Searce, Warren

Other Public Hearings

1. Public Hearing: Revisions to PCC Chapter 4 (Erosion and Sediment Control); (Staff Contact: Emily S. Ragsdale)

Virginia Code § 62.1-44.15.1 requires any locality that has chosen not to establish a Virginia

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Erosion and Stormwater Management Program to adopt and administer a Virginia Erosion and Sediment Control Program. As the number of large utility scale solar energy facilities under construction in the County continues to grow, it has become exceedingly difficult for the Erosion and Sediment Control Program Administrator to maintain the required biweekly inspections. Therefore, County Community Development Staff is recommending that Pittsylvania County Code Chapter 4 be revised to require a third-party inspector be utilized for these Projects that will be paid for by the developer.

Ingram opened the Public Hearing at 8:17 PM. No one signed up to speak and Ingram closed the Public Hearing at 8:19 PM.

Motion to approve the PCC Chapter 4 revisions as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dudley
SECONDER:	Warren
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Scarce, Warren

UNFINISHED BUSINESS

a. First Pentecostal Holiness Church Real Estate Tax Refund (Staff Contact: R. Goard/V. Hunt)

At the April 19, 2022, Board Meeting, the Board unanimously voted to grant a real estate tax exemption to First Pentecostal Holiness Church (“Church”), an IRS 501(c)(3) owned property. At said Meeting, a Church representative asked for a refund of prior year’s tax payments, if appropriate. Recently, County Staff was advised by the County’s Commissioner of the Revenue’s (“COR”) Office that no refunds are given for this type of exemption (it just becomes effective on the date the Board approves it prospectively). According to Virginia Code, the only time a refund is granted by the COR for previously paid tax years is if there was an erroneous tax situation. In that case, the COR can refund up to three (3) years past taxes paid. If the Board so desires, it possesses the legal authority to authorize the Treasurer to refund the Church back taxes.

Motion to refund three (3) years in taxes, totaling \$8,799.66, to the First Pentecostal Holiness Church.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Warren
SECONDER:	Ingram
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Scarce, Warren

b. Fire and Rescue Service Agreement (Staff Contact: Chris Key)

The County’s Public Safety Department requires County Volunteer Fire and Rescue Agencies

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sign an annual Service Agreement that details expectations of both parties. At the Board’s May Meeting, the Board reviewed the Service Agreement and sent it back to the Fire and Rescue Commission (“FRC”) requesting two (2) changes. One (1) change added a clause to Section 6(b) of the Service Agreement regarding how dual service Agencies would be credited with getting the additional funding when it answers over seventy percent (70%) of calls in one (1) service but are under seventy percent (70%) in another service. The second change involved volunteers being cleared to return to active duty following a serious medical condition. The FRC discussed the issue and is working on it through a County Standard Operating Procedure (“SOP”), instead of adding it to the Service Agreement. The Service Agreement does require all Agencies to follow County SOPs and guidelines.

Scarce voiced his concerns regarding the accounting in item b(8) and asked if there could be something put in there for this current year. Warren stated that Harris, Harvey & Neal, CPAs, had confirmed that no one from the County had requested to ascertain specific donors’ identity’s during the previous Fire and Rescue Audit process.

Motion to approve the revised Fire and Rescue Service Agreement.

RESULT:	APPROVED [6 TO 1]
MOVER:	Chesher
SECONDER:	Dalton
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Warren
NAYS:	Scarce

NEW BUSINESS

None.

MATTERS FROM WORK SESSION (IF ANY)

a. Finance Committee Recommendations

Motion to approve the Finance Committee recommendations as presented in the Work Session.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dalton
SECONDER:	Dudley
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Scarce, Warren

b. Berkley Group Work Order #2

Motion to approve the Berkley Group Work Order #2 for the County Administrator Search.

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chesher
SECONDER:	Dudley
AYES:	Ingram, Barksdale, Chesher, Dalton, Dudley, Scearce, Warren

BOARD MEMBER REPORTS

- Dudley thanked everyone in attendance for their patience. Stated Patsy Trent attends his church and requested for everyone to lift her in prayer.
- Scearce thanked County leadership and Goard for the deal that was made with Pearson's Appraisal Service regarding the newly discovered structures.
- Barksdale thanked everyone for coming out to the Meeting.
- Dalton thanked everyone for coming out and thanked County Staff for the great job they do. He also spoke on the Eastern Region Junior Angus Show at ODAC was held the past weekend and it was also Virginia Agricultural Week.
- Ingram requested to remember Dean Combo, and he mentioned Danville-Pittsylvania Cancer and would like to get the word out regarding the free services they offer to cancer patients of the County and Danville City. He complimented Axxor on its \$3.5M expansion project, as well as Commonwealth Home Healthcare, and Intertape. He also echoed Warren's earlier comments on the importance of the Schools' Sales Tax Referendum.

COUNTY ADMINISTRATOR REPORTS

None

ADJOURNMENT

Ingram adjourned the Meeting at 8:54 PM.



Board of Supervisors

EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2022-07-02 (Support for Williams' Efforts to Build the SRE and the Electric Motor Driven Compressor Unit at Station 166 in the County) Adoption (Staff Contact: Kaylyn M. McCluster)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	July 19, 2022	Item Number:	7.c
Attachment(s):	2022-07-02 Support for Williams Efforts to Build the SRE and the Electric Motor Driven Compressor Unit at Station 166 in the County		
Reviewed By:	VH		

SUMMARY:

Williams is a national energy infrastructure company that owns and operates the Transco Natural Gas Pipeline, the largest natural gas pipeline by volume in the country. The proposed Transco Southside Reliability Project ("SRE") consists of the following: a new electric motor driven compressor station in Mecklenburg County, Virginia, the addition of an electric motor driven compressor unit at Transco Compressor Station 166 (located in the Banister District of the County), and modifications to existing facilities in Iredell, Davidson, North Hampton, and Hertford Counties, North Carolina. Williams has requested the Board adopt a Resolution supporting the SRE Project. Accordingly, for the Board's review and consideration, attached is Resolution # 2022-07-02, evincing the same.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

For the reasons stated therein, County Staff recommends the Board adopt Resolution # 2022-07-02 as attached and presented."

MOTION:

"I make a Motion to adopt Resolution # 2022-07-02 as attached and presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2022-07-02**

Support for Williams' Efforts to Build the SRE and the Electric Motor Driven Compressor Unit at Station 166 in the County

VIRGINIA: At the Pittsylvania County Board of Supervisors' ("Board") Business Meeting held on July 19, 2022, the following Resolution was presented and adopted:

WHEREAS, Williams is a national energy infrastructure company that owns and operates the Transco Natural Gas Pipeline, the largest natural gas pipeline by volume in the country;

WHEREAS, the Transco Southside Reliability Project ("SRE") consists of the following: a new electric motor driven compressor station in Mecklenburg County, Virginia, the addition of an electric motor driven compressor unit at Transco Compressor Station 166 (located in the Banister District of Pittsylvania County, Virginia ("County")), and modifications to existing facilities in Iredell, Davidson, North Hampton, and Hertford Counties, North Carolina.

WHEREAS, the Board appreciates being respected and treated as a key stakeholder in the permitting process; and

WHEREAS, the Board commends Williams for its willingness to listen, inform and engage on these issues in a transparent and open manner as demonstrated by its communication with nearby landowners, the general public, community organizations, and local government; and

WHEREAS, the Board recognizes that Williams' natural gas project will bring an economic boost to the County; and

WHEREAS, the Board acknowledges and appreciates Williams' ongoing efforts to work with the local community to develop the best project possible as demonstrated by Williams' decision to utilize electric driven compressor units; and

WHEREAS, the Board believes that Williams accepts its responsibility to the communities it serves and earned a reputation as a good neighbor and supporter the local community.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board supports Williams' efforts to build the SRE and the electric motor driven compressor unit at Station 166 in the County, and looks forward to Williams' ongoing partnership with the County and the local community.

Given under my hand this 19th day of July, 2022.

William V. ("Vic") Ingram (Chairman)

Pittsylvania County Board of Supervisors

Clarence Monday (Clerk)
Pittsylvania County Board of Supervisors

Vote

William V. (“Vic”) Ingram	_____
Jessie L. Barksdale	_____
Timothy W. Chesher	_____
Darrell W. Dalton	_____
Timothy W. Dudley	_____
Ronald S. Scarce	_____
Robert (“Bob”) W. Warren	_____

Ayes __ **Nays** __ **Abstentions** __



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2022-07-01 (Support of MVP's FERC Certificate Extension) Adoption (Staff Contact: Kaylyn M. McCluster)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	July 19, 2022	Item Number:	7.d
Attachment(s):	2022-07-01 MVP Certificate Extension		
Reviewed By:			

SUMMARY:

The Mountain Valley Pipeline ("MVP") is a proposed underground interstate natural gas pipeline that will span three hundred and three (303) miles from northwestern West Virginia to southern Virginia ("Project"). Currently, the total Project is nearly ninety-four percent (94%) complete, with all three (3) compression stations one hundred percent (100%) complete, ninety percent (90%) of all pipeline work complete, and more than fifty percent (50%) of full restoration of the right-of-way complete. Equitrans Midstream Corporation will operate the Project and it is anticipated that the Project will be fully operational in the second half of 2023.

In 2017, and after three (3) years of review, the Federal Energy Regulatory Commission ("FERC") issued a Certificate of Public Convenience and Necessity ("Certificate") for the Project. FERC issued an extension of two (2) years in 2020 due to ongoing legal challenges that prevented the Project from being completed as originally scheduled. On June 24, 2022, MVP requested an extension of its Certificate for four (4) years to provide predictability and stability about the status of the Project's central federal authorization while agencies work to finalize outstanding permits that will allow MVP to complete construction.

For the Board's review and consideration, Resolution # 2022-07-01 is attached supporting, for reasons stated therein, MVP's FERC certificate extension request.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board adopt Resolution # 2022=07-01 as attached and presented.

MOTION:

"I make a Motion to adopt Resolution # 2022-07-01 as attached and presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2022-07-01**

**SUPPORT FOR MOUNTAIN VALLEY PIPELINE'S FERC CERTIFICATE
EXTENSION**

At the Pittsylvania County Board of Supervisors' ("Board") Business Meeting held on July 19, 2022, the following Resolution was presented and adopted:

WHEREAS, the Mountain Valley Pipeline ("MVP") is a proposed underground interstate natural gas pipeline that will span three hundred and three (303) miles from northwestern West Virginia to southern Virginia ("Project"); and

WHEREAS, currently, the total Project is nearly ninety-four percent (94%) complete, with all three (3) compression stations one hundred percent (100%) complete, ninety percent (90%) of all pipeline work complete, and more than fifty percent (50%) of full restoration of the right-of-way complete; and

WHEREAS, Equitrans Midstream Corporation will operate the Project and it is anticipated that the Project will be fully operational in the second half of 2023; and

WHEREAS, in 2017, and after three (3) years of review, the Federal Energy Regulatory Commission ("FERC") issued a Certificate of Public Convenience and Necessity ("Certificate") for the Project; and

WHEREAS, FERC issued an extension of two (2) years in 2020 due to ongoing legal challenges that prevented the Project from being completed as originally scheduled; and

WHEREAS, on June 24, 2022, MVP requested an extension of its Certificate for four (4) years to provide predictability and stability about the status of the Project's central federal authorization while agencies work to finalize outstanding permits that will allow MVP to complete construction.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Board does hereby fully support MVP's FERC Certificate extension for the following non-exhaustive reasons:

- Completing the Project and fully restoring the right-of-way is the most effective way to prevent erosion and sediment control issues;
- The Project's capacity is fully subscribed (meaning, it has all been purchased);
- According to market analyses by Wood Mackenzie, global energy consultant, demand for natural gas pipeline transportation capacity in the Southeastern and Mid-Atlantic Regions support the Project;
- Natural gas is the preferred fuel source of major manufacturers;

- Once the Project is operational, it will generate approximately ten million dollars (\$10,000,000) of new annual ad valorem tax revenue for Virginia localities along the route;
- In the summer of 2018, approximately two thousand and five hundred (2,500) workers were employed on the Project's construction in Virginia, with roughly a third (1/3) of those being Virginia residents;
- Once operational, the Project will generate up to one million and eight hundred thousand dollars (\$1,800,000) of new ad valorem taxes (property taxes) in Pittsylvania County;
- The federal government has credited the increased use of natural gas and the declining use of coal as a major factor in the reduction in carbon emissions in the United States by more than eleven percent (11 %) between 2008 and 2017; and
- The Project is being built using best practices and modern safety features, including 24/7 remote monitoring.

BE IT FURTHER RESOLVED, that the Board does hereby authorize the Board Clerk, or designee, to submit this Resolution into the record under the public comment portion of the related pending Project FERC Certificate Extension Request Hearing.

Given under my hand this 19th day of July, 2022.

 William V. (“Vic”) Ingram (Chairman)
 Pittsylvania County Board of Supervisors

 Clarence C. Monday (Interim County Administrator)
 Pittsylvania County Board of Supervisors

Vote

William V. (“Vic”) Ingram (Chairman)	_____
Jessie L. Barksdale (Vice-Chairman)	_____
Timothy W. Chesher	_____
Darrell W. Dalton	_____
Timothy W. Dudley	_____
Ronald S. Scearce	_____
Robert (“Bob”) W. Warren	_____

Ayes ___ **Nays** ___ **Abstentions** ___



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2022-07-04 (Smart Scale Applications Support) Adoption (Staff Contact: Emily S. Ragsdale)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	July 19, 2022	Item Number:	7.e
Attachment(s):	2022-07-04 Smart Scale Applications Support		
Reviewed By:	VH		

SUMMARY:

The Virginia Department of Transportation (“VDOT”) administers the Smart Scale Program with the goal of investing limited funding in Projects that will meet the most critical transportation needs in Virginia. The County and the West Piedmont Planning District Commission submitted preapplications for five (5) County Smart Scale Projects. These preapplications were screened by VDOT and determined to meet the requirements for Project eligibility and readiness require to submit full applications. Final applications are due August 1, 2022, and a local Resolution of Support is required. For the Board’s review and consideration, Resolution # 2022-07-04, evincing the same is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends that the Board approve Resolution # 2022-07-04 as attached and presented.

MOTION:

“I make a Motion to approve Resolution # 2022-07-04 as attached and presented.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2022-07-04**

SUPPORT FOR COUNTY SMART SCALE PROJECTS

VIRGINIA: At the Pittsylvania County Board of Supervisors' ("Board") Business Meeting on July 19, 2022, the following Resolution was presented and adopted:

WHEREAS, the Virginia Department of Transportation ("VDOT") administers Smart Scale with the goal of investing limited tax dollars in the right Projects that meet the most critical transportation needs in Virginia; and

WHEREAS, Projects are funded through a prioritization process that evaluates each Project's merits using key factors, including improvements to safety, congestion reduction, accessibility, land use, economic development, and the environment; and

WHEREAS, Pittsylvania County, Virginia ("County") and the West Piedmont Planning District Commission submitted preapplications to be considered for funding; and

WHEREAS, the following Projects were initially screened and determined to meet the requirements of Project eligibility and readiness needed to submit a full Smart Scale application:

- **Berry Hill Connector Road Extension:** The project involves the widening of a programmed connector road, UPC 115493 in the Six-Year Improvement Program, extending from the existing interchange of Oak Ridge Farms Road (Route 1260) and the Danville Expressway (U.S. Route 58) west to link with existing Berry Hill Road (U.S. 311) in Pittsylvania Co. The expansions will widen the two-lane section of roadway (UPC 115493) to a total of four lanes, comprising two median-divided sections having two 12-foot lane pairs each, plus shoulders. The project would also include the conversion of the existing interchange at Oak Ridge Farms Road and the Danville Expressway to a Diverging Diamond interchange to accommodate traffic traveling on the fully built (four-lane) connector road, as noted on Page 30 of the Southern Virginia Mega Site Transportation Network Improvements Operational Analysis Report.
- **US Route 58 at Route 622 ICWS:** Installation of an Intersection Conflict Warning System (ICWS) on US Route 58 at the intersection of Route 622 (W Fork Rd/Cascade Rd)
- **US Route 29 at Spring Garden Rd Turn Lane Improvements:** Extend the right northbound right-turn lane and install a northbound left-turn lane on US 29 at Route 640 (Spring Garden Road/Woodcrest Drive)
- **U.S. Route 29 at Malmaison Road Roundabout:** Reconfigure the intersection at U.S. 29 and Malmaison Road to a roundabout. Convert the existing median opening south of the intersection to a left-in only.

- U.S. 29 at Lawless Creek Road: Reconfigure the intersection at U.S. 29 and Lawless Creek Road to a single-lane roundabout; and

WHEREAS, these Projects are in the public interest and will benefit both County residents those travelling through the County.

NOW, THEREFORE, BE IT RESOLVED, the Board endorses and supports the Smart Scale applications listed herein and respectfully requests support for these projects from VDOT and the Commonwealth Transportation Board (“CTB”); and

FINALLY, BE IT RESOLVED, that a copy of this adopted Resolution be forwarded to the VDOT Commissioner and the CTB.

Given under my hand this 19th day of June, 2022.


William V. (“Vic”) Ingram
Pittsylvania County Board of Supervisors, Chairman

Clarence C. Monday
Pittsylvania County Board of Supervisors, Clerk



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	County Issued Property Upon Employment Separation Policy Revision Approval (Staff Contact: Holly E. Stanfield)		
Staff Contact(s):	Holly E. Stanfield		
Agenda Date:	July 19, 2022	Item Number:	7.f
Attachment(s):	County owned equipment policy		
Reviewed By:			

SUMMARY:

County Human Resources (“HR”) Staff believes the County Issued Equipment Upon Separation of Employment Policy (“Policy”) needs to be revised to reflect the Board Bylaws. For the Board’s review and consideration, attached are the proposed revisions to the Policy.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County HR Staff recommends the Board adopt the revisions to the Policy as attached and presented.

MOTION:

“I make a Motion to adopt the revisions to the Policy as attached and presented.”

COUNTY OWNED PROPERTY UPON EMPLOYMENT SEPARATION
POLICY

No County employee ~~or elected official~~ shall be able to purchase County-issued property used in the performance of their County work, employment, service, or duties upon separation or retirement from the County. This Policy shall not apply to the right of Sheriff Department employees to purchase their County-issued service handgun for \$1.00 upon separation from County employment or retirement, as authorized by § 59.1-148.3, Code of Virginia, 1950, as amended.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Re-appointment: Library Board (Dan River District); (Janice Fitts); (Supervisor Chesher)		
Staff Contact(s):	Supervisor Chesher		
Agenda Date:	July 19, 2022	Item Number:	7.g
Attachment(s):			
Reviewed By:	VH		

SUMMARY:

Janice Fitts (“Fitts”) is currently the County Library Board’s Dan River District Representative. Her term expired at the end of June and Supervisor Chesher desires to re-appoint Fitts for a new four (4)-year term beginning on July 19, 2022, and ending on June 30, 2026.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board re-appoint Fitts as the County Library Board’s Dan River District Representative for a new four (4)-year term beginning on July 19, 2022, and ending on June 30, 2026.

MOTION:

“I make a Motion to re-appoint Fitts as the County Library Board’s Dan River District Representative for a new four (4)-year term beginning on July 19, 2022, and ending on June 30, 2026.”



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Appointment: DPCS (Westover District); (Gayle Breakley); (Supervisor Searce)		
Staff Contact(s):	Supervisor Searce		
Agenda Date:	July 19, 2022	Item Number:	7.h
Attachment(s):			
Reviewed By:	VH		

SUMMARY:

The DPCS' Westover District Representative seat is currently vacant. Supervisor Searce desires to appoint Gayle Breakley ("Breakley") to fill an unexpired term for said seat beginning on July 19, 2022, and ending on June 30, 2023.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board appoint Breakley to the DPCS Board to fill an unexpired term for the Westover District Representative beginning on July 19, 2022, and ending on June 30, 2023.

MOTION:

"I make a Motion to appoint Breakley to the DPCS Board to fill an unexpired term for the Westover District Representative beginning on July 19, 2022, and ending on June 30, 2023."



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Re-appointment: CPMT (Parent Representative); (Amy Edwards); (Staff Contact: Cheryl J. Boswell)		
Staff Contact(s):	Cheryl J. Boswell		
Agenda Date:	July 19, 2022	Item Number:	7.i
Attachment(s):			
Reviewed By:			

SUMMARY:

Virginia Code § 2.2-5205 authorizes the Board to appoint members to the County's Community Policy and Management Team ("CPMT").

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff and Cheryl J. Boswell, CSA Coordinator, recommend that the Board re-appoint Amy Edwards as CPMT Parent Representative for a term effective July 19, 2022, through June 30, 2023.

MOTION:

"I make a Motion to re-appoint Amy Edwards as CPMT Parent Representative for a term effective July 19, 2022, through June 30, 2023."



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Re-appointment: CPMT (Private Provider); (Monica Karavanic); (Staff Contact: Cheryl J. Boswell)		
Staff Contact(s):	Cheryl J. Boswell		
Agenda Date:	July 19, 2022	Item Number:	7.j
Attachment(s):			
Reviewed By:			

SUMMARY:

Virginia Code § 2.2-5205 authorizes the Board to appoint members to the County's Community Policy and Management Team ("CPMT").

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff and Cheryl J. Boswell, CSA Coordinator, recommend that the Board re-appoint Monica Karavanic as CPMT Private Provider for a term effective July 19, 2022, through June 30, 2023.


MOTION:

"I make a Motion to re-appoint Monica Karavanic as CPMT Private Provider for a term effective July 19, 2022, through June 30, 2023."



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	County/Danville/VADEQ Memorandum of Agreement Execution Approval (Staff Contact: Matthew D. Rowe)		
Staff Contact(s):	Matthew D. Rowe		
Agenda Date:	July 19, 2022	Item Number:	7.k
Attachment(s):	MOA Danville_Berry Hill_6Jul22_for signatures		
Reviewed By:			

SUMMARY:

The County and the City of Danville, Virginia (“Danville”), have jointly worked with its local state representatives to draft legislation which was ultimately approved by the General Assembly (House Bill 184). This legislation enables stormwater management permitting and approval for RIFA properties to be administered by a participating locale, if that locale has “opted in” to administer the Virginia Stormwater Management Program (“VSMP”) locally. The County has not “opted in,” while Danville has, meaning that Danville will be able to review, approve, and administer VSMP permits for DP-RIFA properties; thereby, greatly reducing permitting and review times for stormwater permits from up to ninety (90) days (as currently done with the State) now, to down to as little as ten (10) days (or possibly even less). Per House Bill 184, all participating locales and VADEQ must execute an Administration Agreement. For the Board’s review and consideration, attached is a Memorandum of Agreement (“MOA”). Said MOA has already been approved to form by all parties, and Danville has already formally approved the MOA. A similar MOA will also be presented to the Board for the Staunton River RIFA property.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends that the Board approve the MOA as attached and presented.

MOTION:

“I make a Motion to approve the MOA as attached and presented.”

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (Agreement) is made as of this ___ day of July 2022 among the **VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ), the CITY OF DANVILLE, VIRGINIA (Danville), PITTSYLVANIA COUNTY, VIRGINIA (Pittsylvania County), and the DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY (Authority).**

WHEREAS, to ensure the protection of water quality and the environment, the Code of Virginia establishes programs for stormwater management, the Stormwater Management Act (§ 62.1-44.15:24 et seq. of the Code of Virginia), and erosion and sediment control, the Erosion and Sediment Control Law (§ 62.1-44.15:51 et seq. of the Code of Virginia);

WHEREAS, under the Erosion and Sediment Control Law, counties and cities (locality or localities) are required to adopt and administer a Virginia Erosion and Sediment Control Program (VESCP) for land-disturbing activities consistent with the provisions of the Erosion and Sediment Control Law (§ 62.1-44.15:54 of the Code of Virginia);

WHEREAS, under the Stormwater Management Act, a locality that operates a regulated municipal separate storm sewer system (MS4) is required to adopt and administer a Virginia Stormwater Management Program (VSMP) for land-disturbing activities consistent with the provisions of the Stormwater Management Act (§ 62.1-44.15:27 of the Code of Virginia);

WHEREAS, DEQ operates a VSMP on behalf of any locality that does not operate a regulated MS4 and that does not notify the Department of its decision to participate in the establishment of a VSMP (§ 62.1-44.15:27 of the Code of Virginia);

WHEREAS, Danville operates a regulated MS4 and has adopted a VSMP consistent with the Stormwater Management Act, such that Danville is the VSMP authority for land-disturbing activities in Danville;

WHEREAS, Pittsylvania County has adopted a VESCP consistent with the Erosion and Sediment Control Law, such that Pittsylvania County is the VESCP authority for land-disturbing activities in Pittsylvania County;

WHEREAS, Pittsylvania County has decided not to establish its own VSMP and relies on DEQ to be the VSMP authority for land-disturbing activities in Pittsylvania County;

WHEREAS, Danville and Pittsylvania County are locality members of the Danville-Pittsylvania Regional Industrial Facility Authority (Authority), a regional industrial facility authority established pursuant to Chapter 64 (§ 15.2-6400 et seq.) of the Code of Virginia;

WHEREAS, the Authority controls property located entirely within Pittsylvania County that is known as the Southern Virginia Megasite at Berry Hill (Berry Hill megasite);

WHEREAS, Chapter 160 of the 2022 Acts of Assembly (House Bill 184) amends § 62.1-44.15:27 of the Code of Virginia by adding the following:

In the case of a land-disturbing activity located on property controlled by a regional industrial facility authority established pursuant to Chapter 64 (§ 15.2-6400 et seq.) of Title 15.2, if a participating local member of such an authority also administers a VSMP, such locality shall be authorized to administer the VSMP on authority property, in accordance with an agreement entered into with all relevant localities and the existing VSMP for the property.[;]

MEMORANDUM OF AGREEMENT

WHEREAS, Danville is a participating member of the Authority and also administers a VSMP;
and

WHEREAS, DEQ, Danville, Pittsylvania County, and the Authority have agreed to have Danville administer the VSMP at the Berry Hill megasite;

NOW, therefore, DEQ, Danville, Pittsylvania County, and the Authority agree as follows:

1. Virginia Erosion and Sediment Control Program. Pittsylvania County maintains authority and responsibility for implementing erosion and sediment control program requirements as the VESCP authority for land-disturbing activities in Pittsylvania County.
2. Review of Stormwater Management Plans and Registration Statements. Pursuant to Chapter 160 of the 2020 Acts of Assembly and this Agreement, Danville will receive and review individual project-specific **plans and registration statements for coverage under the General VPDES Permit for Discharges of Stormwater from Construction Activities** that involve proposed land-disturbing activities at the Berry Hill megasite in accordance with its obligations as a VSMP authority and Chapter 13 of the Danville, Virginia Code of Ordinances (Danville SWM Ordinance).

DEQ will not act as the VSMP for land disturbing activities at the Berry Hill megasite as long as this Agreement is in effect.

3. Compliance and Inspection Site Visits. Danville, acting as the VSMP authority for land-disturbing activities at the Berry Hill megasite, will perform compliance and inspection activities in accordance with its obligations as a VSMP authority and the Danville SWM ordinance. To the extent practicable, Danville will notify Pittsylvania County and DEQ at least five (5) business days in advance of planned compliance and inspection site visits to land-disturbing activities at the Berry Hill megasite as well as two (2) business days, when practicable, in advance of any unplanned inspection site visits (e.g., emergency or complaint-based inspections) to land-disturbing activities at the Berry Hill megasite. Notification of compliance and inspection site visits shall be made by telephone or email to the Contacts as set forth below:

DEQ Blue Ridge Regional Office
Stormwater Program Manager
540-562-6700

Emily S. Ragsdale, AICP
Director of Community Development, Pittsylvania County
434-432-7974
Emily.Ragsdale@pittgov.org

Once notified, if DEQ or Pittsylvania County intends on accompanying Danville on a site visit, each shall contact Danville at the following to coordinate information and logistics:

Kenneth C. Gillie, Jr.
Director of Community Development, City of Danville
434-799-5260
Gillikc@danvilleva.gov

MEMORANDUM OF AGREEMENT

During any such site visits, Danville, Pittsylvania County, DEQ, and their respective employees and agents will comply with minimum site inspection safety requirements for construction, including the use of personal protective equipment (PPE) while conducting inspections. Should more stringent safety requirements exist in Pittsylvania County, Pittsylvania County will convey those requirements to DEQ and/or Danville staff prior to entering the site. With respect to Pittsylvania County and this Agreement, the scope of any inspection site visit shall be limited solely to erosion and sediment control. This paragraph does not create an obligation for DEQ or Pittsylvania County to accompany Danville on any compliance or inspection site visit related to land-disturbing activities at the Berry Hill megasite. Nothing in this paragraph shall be construed to convey to Danville any of DEQ's exclusive authority to administer the enforcement of the Erosion and Sediment Control Law (§ 62.1-44.15:51 et seq. of the Code of Virginia) or the Stormwater Management Act (§ 62.1-44.15:24 et seq. of the Code of Virginia).

4. Enforcement. Danville, acting as the VSMP authority for land-disturbing activities at the Berry Hill megasite, shall enforce the Danville SWM Ordinance in accordance with the requirements in section 13-55 of the Danville SWM Ordinance.
5. Fees. Danville, acting as the VSMP authority for land-disturbing activities at the Berry Hill megasite, is authorized to assess fees for implementation of the VSMP in accordance with section 13-56 of the Danville SWM Ordinance.
6. Amendment, Modification, and Termination. This Agreement may be amended or modified only by written, mutual agreement of the parties. DEQ, Danville, or Pittsylvania County may terminate this Agreement by providing written notice to the Authority and other parties. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, DEQ shall resume the role of VSMP authority for the Berry Hill megasite. Notice of amendment, modification, and termination shall be provided to:

Melanie D. Davenport (804) 698-4038
 Director, Water Permitting Division
 Virginia Department of Environmental Quality
 P.O. Box 1105
 Richmond Virginia 23218
 Melanie.Davenport@deq.virginia.gov

W. Clarke Whitfield, Jr. (434) 799-5122
 City Attorney
 City of Danville Virginia 427 Patton Street
 Danville, Virginia 24541
 WhitCC@danvilleva.gov

J. Vaden Hunt (434) 432-7720
 County Attorney
 Pittsylvania County Virginia
 P.O. Box 426
 Chatham, Virginia 24531
 Vaden.Hunt@pittgov.org

MEMORANDUM OF AGREEMENT

William V. Ingram (434) 797-8928
Chairman
Danville-Pittsylvania Regional Industrial Facility Authority
P.O. Box 3300
Danville, VA 24543
427 Patton Street
Danville, Virginia 24541

7. Effective Date. This Agreement shall be effective upon its execution by the date of the last approving signature among DEQ, Danville, Pittsylvania County and the Authority and will remain in effect indefinitely until suspended, rescinded, or modified by written mutual agreement of the parties.

8. Venue. The parties hereby agree that all claims in respect of any action or proceeding arising out of, or related to this Agreement shall be heard or determined only in the state court located in Danville, Virginia, or Pittsylvania County, Virginia.

Remainder of page intentionally been left blank; signature page follows.

MEMORANDUM OF AGREEMENT

Witness the following duly authorized signatures:

Virginia Department of Environmental Quality

By: _____
Mike Rolband
Director

Date:

City of Danville

By: _____
Kenneth F. Larking
City Manager

Date:

Pittsylvania County

By: _____
William V. Ingram
Chairman of Board of Supervisors

Date:

Danville-Pittsylvania Regional Industrial Facility Authority


By: _____
William V. Ingram
Chairman

Date:



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	County Landfill Scale Equipment Purchase Approval (Staff Contact: Chris Adcock)		
Staff Contact(s):	Chris Adcock		
Agenda Date:	July 19, 2022	Item Number:	7.1
Attachment(s):	Landfill Scale Agenda Item		
Reviewed By:			

SUMMARY:

The existing scale at the County Landfill is over twenty-five (25) years old and has been budgeted for replacement. Before a replacement could be acquired and during a recent inspection, structural issues were identified that required the scale to be closed and a temporary scale installed. To expedite the Procurement process, County Solid Waste Staff identified an existing scale Invitation for Bid (“IFB”) from another Virginia locality, Southeastern Public Service Authority in Chesapeake, that included Cooperative Procurement language that allows other localities to utilize any contract that results from that Procurement. For the Board’s review and consideration, attached is the cover page of the Chesapeake IFB, the IFB page showing the Cooperative Procurement language wording, a letter from the supplier, Fairbanks Scales, confirming the quote is based on the Chesapeake IFB and the County’s quote.

FINANCIAL IMPACT AND FUNDING SOURCE:

The quote for the new scale, including an additional option of concrete safety curbing, totals \$131,403.28. The current Solid Waste Budget includes \$125,000 for a new County Landfill scale. The balance will come from Solid Waste Capital Reserves.

RECOMMENDATION:

County Solid Waste Staff recommends the Board approve the purchase of the new scale, including the optional safety curbing, from Fairbanks Scales.

MOTION:

“I make a Motion to authorize the County Administrator to accept the proposal from Fairbanks Scales for the purchase of a new County Landfill scale, including the optional safety curbing, in the amount of \$131,403.28.”



INVITATION FOR BID

for

Above Ground Truck Scale

IFB 12-21

Issued: June 16, 2021

Pre-Bid: June 22, 2021

Due Date: June 29, 2021



Southeastern Public Service Authority (SPSA)
723 Woodlake Drive, Chesapeake, VA 23320
757.420.4700
www.spsa.com

Attachment: Landfill Scale Agenda Item (3275 : County Landfill Scale Equipment Purchase Approval (Staff Contact: Chris Adcock))

SECTION V

SPECIFIC TERMS AND CONDITIONS

1. **BID ACCEPTANCE PERIOD:** Any bid delivered in response to this IFB shall be valid for ninety (90) days (Acceptance Period). At the end of the Acceptance Period the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at the end of the Acceptance Period, then it remains in effect until an award is made or the IFB is canceled.

2. **CANCELLATION OF CONTRACT:** SPSA reserves the right to cancel and terminate any contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding

3. **AS BUILT DRAWINGS:** The contractor shall provide SPSA a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide SPSA with maintenance manuals, parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to SPSA upon completion of the work and prior to final payment.

4. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$750,000 or more, the bidder is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by bidder within any 12-month period is \$150,000 or more, but less than \$750,000 or more, the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____

Licensed Class B Virginia Contractor No. _____ Specialty _____

Licensed Class C Virginia Contractor No. _____ Specialty _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to SPSA in writing when requested to do so before or after the opening of bids, he shall

be deemed to be in violation of § 54.1 1115 of the Code of Virginia (1950), as amended, and his bid will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

5. **COOPERATIVE PROCUREMENT:** This procurement is being conducted on behalf of the Southeastern Public Service Authority of Virginia (SPSA), and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act.

A contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms, if approved by Contractor. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of Contractor's bid/proposal.

With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations.

SPSA, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the SPSA, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a SPSA contract. If, when preparing such a contract, the additional terms and conditions of a public body seeking to purchase pursuant to cooperative procurement are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that particular public body.

SPSA assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may carry out such notification.

6. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless SPSA, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor and/or any services of any kind or nature furnished by the contractor, unless such liability is solely attributable to the gross negligence or willful misconduct of SPSA.

7. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the

Attachment: Landfill Scale Agenda Item (3275 : County Landfill Scale Equipment Purchase Approval (Staff Contact: Chris Adcock))



Good afternoon,

Thank you for the opportunity to quote! Please find attached quotation for a truck scale replacement at the Pittsylvania County Landfill as per request.

This quotation reflects pricing from an open bid for Southeastern Public Service, or SPSA, awarded July 2021 for their 2022 fiscal year. Scale was installed at the Chesapeake Transfer Station at 901 Hollowell Lane. Their bid number was "IFB 12-21 Bid Date June 29, 2021 / ABOVE GROUND TRUCK SCALE". Fairbanks Scales will hold to this public bid pricing on equipment quoted. Some slight changes have been made due to a few site-specific needs, additional groundwork and upgrading to the requested 24" high rub rails for local safety concerns.

Please note that this quotation is good for 30 days.

Our current production lead time coming out of our factory would put a scale on the ground at your location in mid-late October. Once PO is received and ordered entered with the factory, I can give you a start date of the foundation work as well as a scale delivery date.

We look forward to working with you!

Michael Christensen

Michael Christensen / Fairbanks Scales

mchristensen@fairbanks.com

252-375-6308

6/27/2022



WEIGHING SOLUTIONS FOR THE WORLD

Chris AdcockChris.Adcock@pittgov.org

Tel. (434) 432-7136 (direct)

Pittsylvania County Landfill**382 Dry Fork, VA 24549****Michael Christensen**mchristensens@fairbanks.com**252-375-6308****6/27/2022****Quote # QUO-20974-X4W0Z9**

11x70 Fairbanks Talon HV Series with Concrete Deck

The Fairbanks Talon HV series aboveground scale provides you with a robust weighbridge and our Intalogix Technology. This scale will be utilizing a Digital Signal versus and Analog Signal with outstanding diagnostics and superb accuracy. Our Intalogix system transformed the truck scale industry with unsurpassed lightning protection and supreme diagnostics. Fairbanks continually improves our scale design with lessons learned in real life applications. With Intalogix Fairbanks Scales Inc. offers standard, a 25-year loadcell warranty when accompanied with a signed Bi-Annual Maintenance Agreement. Fairbanks Scales Inc. also offers a 10 lb. Commercial Division for higher accuracy and inventory control.

Proposed work:

Demo old scale, fill and compact pit for new scale to be constructed over old pit foundation. This proposed scale will be constructed for two-way traffic. The scale operation will be controlled by the existing scale house attendant and communication with driver through the Fairbanks Intercom System at each end of the scale.

A traffic light/display will be mounted on a pole at each end so the approaching driver can see the scale reads zero before entering, as per code. Traffic controlled via the scale instrument in the scale house by attendant. The intercom will also be mounted on this same pole.

The above ground foundation for this scale will include a pier and washout slab foundation, ten-foot concrete approaches, and ramps. Approaches and ramps constructed in accordance with States code for above ground truck scales. The scale deck will be a 10" thick site poured concrete finished deck. The scale itself will also be equipped with 24" high Rub Rails as a safety feature and alignment for the drivers while on the scale.

Adder: Concrete Safety Curbing on ramps and 10' approaches to help keep vehicles aligned while entering and exiting scale ramps. **\$3200.00 (add to quote total if desired)**

Timing: Demo and construction of the foundation, approaches, ramps, piers, and pouring the deck will take 5-7 days. The concrete cure time for the weighbridge/deck is an additional 28 days. At that point, once cured, Fairbanks will return and calibrate the scale and ready for use and put into service with VA Weights and Measurements. 1-2 days.

Currently scheduling construction and scale deliveries for October 2022. Actual start date to be determined once PO is received and order is place at the factory.

Accepted by:

Signature line	Date:
Print name	PO #:

Fairbanks Responsibilities:

1. All labor and truck charges are included. (non-union labor)
2. All work is performed and priced for work to take place during Fairbanks normal business working hours.
3. Testing and adjusting to Handbook 44 requirements and/or per local State Weights & Measures scale requirement guidelines if necessary. Scales shall be appropriately calibrated such that it is ready to be placed in service by the local governing authority and legal for trade.
4. Any construction or demo debris to be piled and left on site for removal by others.
5. Fairbanks Scales is not responsible for any unforeseen delays during the project such as underground obstructions or acts of God.
6. All labor/truck & travel charges are included based on the site being cleared, compacted and ready for construction or installation at time of scheduled start date.
7. Install and anchor scale, crane included.
8. Install and wire all electronic associated with this quotation. Intercom, instrument, and displays with traffic lights.

Foundation Contractor's Responsibilities:

1. Scale foundation to be constructed per Fairbanks plans in accordance with State regulations
2. Pour two pedestal bases for 10' display poles.
3. Form and pour new foundation, 10' approaches, ramps.
4. Install and anchor new scale, *crane included*.
5. Pour and finish new concrete deck per manufactures requirements.
6. Clean up after deck pour, including paint touch up.

Customer Responsibilities:

1. Provide all information about buried utilities, underground structures, and appropriate markings of same.
2. Providing clean and acceptable power outlets to display poles, and three 1 ½" conduits to remote display/instrumentation poles at the scale site for our homerun and communication cables.
3. Any necessary permitting, if required.
4. Sales Tax (unless exempt – requires copy of exempt certificate)
5. Shipping (estimated on quotation)
6. Site to be leveled and compacted, construction ready, to meet foundation psf requirement. Exit ramp area to be prepped, leveled, and compacted for approach, and ramp on exit due to current grade fall where ramp will need to go.
7. Demo debris and old scale to be left off to the side and disposed of by customer.
8. Supply all needed aggregate to fill old pit and to construct ramp base material.
9. Traffic control and current operation and manpower to keep rental scale operational during new scale construction.
10. Camera system, pole, and software by others.



TALON HV & HVX SERIES

ABOVEGROUND FIELD POUR TRUCK SCALES

Thank you for the opportunity to quote you for your customized scale needs at the landfill!

Your local Fairbanks team will be here from start to finish and service for years to come. No middleman to pass blame, just full accountability from the manufacturing of your scale and related equipment to prompt service by our local team to keep you running smooth and trouble free for years to come.

Michael Christensen | Fairbanks Scales | Email: mchristensen@fairbanks.com | Phone: 363-375-6308

Schedule of Materials

Catalog Number	Description	QTY
161170	TALON HV FIELD POUR 70' x 11'	1
90811	ABOVE GROUND FOUNDATION DWG	1
37467	FB7112 INTALOGIX NEMA 4X INST	1
17216	4 CONDUCTOR 22 GA SERIAL CABLE	300
17246	6 CONDUCTOR MULTICOLOR CABLE	100
98079	PIT: Foundation, approaches and ramp construction.	1
98078	INSTALLATION: Product installation of quoted equipment.	1
Freight	Freight Estimate	1
91681D	RUB RAIL DUAL 70' (24" high)	1
29000	1605T DISPLAY W/TRAFFIC LIGHT	2
155647	POLE KIT-10' FOR RMT or DTA	2
15807	REMOTE DISPLAY MOUNTING PLATE	2
15809	1400-4 ACC 4" U-CLAMP	2
29539	INTERCOM SYSTEM, PERF SERIES	1
29545	INTERCOM CALL STATION W/CALL	2
17204	6 CONDUCTOR 18 GA LOADCELL CBL	300

Estimated Freight ¹	\$4978.00
Applicable Taxes	To Be added
Total	\$128,203.28

Payment Terms:

Net 30 upon approved credit, invoiced on three milestones: 1-Foundation completion, 2- Equipment shipment, 3- Installation completion. There will be a 20% cancelation fee (details in item #5 of attached Terms).

Lead Time:

At the time of quotation Lead Time is currently Oct 2022. Lead time will be updated after credit approval at point of award.

Price Validity:

All prices are firm for thirty (30) days from the date of this proposal. Pricing based on ship date occurring within Sixty (60) days of order date or next available production date. Any schedule beyond that period may require repricing.

Freight:

¹The shipping quote provided is for budgetary use only. Shipping costs will vary based on shipping method and carrier requested at time of shipment- actual freight charges will be billed "Prepaid and Add" to invoice. Fairbanks Scales arranges and schedules freight as a courtesy service to our customers, the customer is welcome to arrange their own freight carrier or pickup if they have a preferred carrier or a less expensive option.



TERMS AND CONDITIONS

The following provisions form part of the quotation as express Agreements between Fairbanks Scales ("Company") and the Buyer governing the terms and conditions of the sale, subject to modification only in writing signed by the local manager or an executive officer of the Company. In the event of any differences between these terms and conditions and those of Buyer, Buyer acknowledges that notwithstanding anything to the contrary, these terms and conditions shall prevail and Buyer's signing of this quotation or accepting the goods and services to be delivered hereunder shall be conclusive proof thereof.

1. If the order is under and according to a Company dealer or distributor contract with Buyer in force at the time of acceptance, the provisions of such contract will control, except as expressly otherwise provided on the face hereof.
2. Fairbanks Scales Inc. (the "Company") warrants and agrees that if, within one (1) year after installation or 15 months from date of shipment, whichever occurs first, any part purchased from the Company should fail because of defective material or workmanship in its manufacture, and the Company is notified promptly, in writing, of the nature of the defect, the Company will, (if Buyer's account with the Company is then and remains current), during normal working hours, repair or replace such part, free of charge, provided the Buyer pays travel expenses to and from the nearest Fairbanks Scales Customer Support Center, or Fairbanks Authorized Distribution Center, or in case of a replacement, shipping expenses from its factory. (Travel charges and shipping expenses so incurred during the first 30 days following installation will be paid by the Company.) It is the Company's sole discretion whether to replace or repair the part covered under this warranty. The Company reserves the right to replace any defective part with a repaired part from its warranty stock. Notwithstanding anything contained herein to the contrary, this warranty is voidable at the discretion of the Company if the product has been installed by anyone other than the Company or an authorized distributor of the Company or has been subjected to improper installation, misuse, negligent handling, alteration, accident, or improper repairs or modifications. Any warranties with respect to machinery, apparatus, accessories, articles, or materials not manufactured by the Company shall be limited to those of the respective manufacturer thereof, if any, which the Company may be permitted to pass on to the Buyer. Under this provision, the Company will be deemed to have manufactured only those articles bearing the Company's name-plate or trademark.
3. Unless and until all sums (however evidenced) payable in respect of the sale and delivery of the goods have been fully paid in money and satisfied:
 - (a) the goods shall remain strictly personal property, however affixed to realty, title thereof and ownership thereof shall remain in Company's name; and Buyer shall keep the property insured and free from liens or encumbrances, pay all taxes thereon, make good all loss, damage, or deterioration, and take all steps necessary to preserve the Company's title, including the execution and filing of all instruments necessary for such purpose.
 - (b) Company shall have, and in the event of default in the terms hereof, may exercise cumulatively and not in the alternative, all rights and remedies provided by the applicable laws of the jurisdiction, as if expressly herein so provided, and, insofar as permitted by such laws, may declare all sums payable hereunder immediately due and payable, may take possession of the property or any part thereof wherever found, and may sell the same at public or private sale on such terms as it may deem advisable, giving Buyer 10 days written notice of the time and place of the sale, at which Company may bid and become a Buyer, the proceeds of such sale shall be applied, in the order stated, to the costs and the expenses of search, seizure, removal, storage, advertisement, sale, collection and enforcement, to interest on the amount due and unpaid purchase price, and to any other sums owing to the Company by Buyer; any excess shall be remitted to Buyer and the Buyer shall forthwith pay any deficiency.
4. Except as otherwise expressly stated on the face of this acknowledgment: The goods shall be delivered F.O.B. cars, Company's factory; the prices charged shall be the Company's prices regularly established at time of shipment, all stated discounts shall apply to list prices; Buyer shall, in addition, pay all shipping and handling charges from factory, or their equivalent, and also taxes on the sale, delivery or use. Nevertheless, in all cases: Company reserves the right to elect terms of payment C.O.D., SDB/L, or Net 30 days after shipment and accounts past due shall bear interest at the highest lawful contract rate, and Buyer shall pay all costs and expenses, including attorney's fees, incurred in collecting the same.
5. The order is subject to cancellation by Buyer (a) only for standard products not the subject of the second sentence hereof, (b) only prior to shipment or commencement of any site work by or for the Company in connection therewith, and (c) then only on the payment to Company of 20% of the net price as agreed liquidated damages, which Buyer agrees to pay. Orders involving custom product or product to be manufactured or modified for a particular customer or its particular application are not subject to cancellation; any such attempted cancellation shall constitute a breach of contract, entitling the Company to all remedies available to it by law.
6. Shipment date and delays: At the time the order is placed, the Buyer will be notified of the shipping date of the scale. The Company will manufacture the scale in order to meet the shipping date. If the Buyer delays the shipment of the scale by more than five (5) days, within ten (10) working days, prior to the schedule shipping date, a twenty percent (20%) charge will be assessed to the Buyer. Should the Buyer request delays on orders quoted which involve subcontractors, increases in cost from subcontractors will be borne by the Buyer.
7. THE COMPANY'S WARRANTIES AS SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.
8. UNDER NO CIRCUMSTANCES SHALL THE COMPANY HAVE ANY LIABILITY FOR LIQUIDATED DAMAGES OR FOR INCIDENTAL, COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR THE LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING FROM DELAYS IN DELIVERY OR PERFORMANCE, BREACH OF WARRANTY, CLAIMS OF INCORRECT WEIGHING, CLAIMS OF OR FOR NEGLIGENT MANUFACTURE, ACTS OF GOD, OR OTHERWISE. THE AGGREGATE TOTAL LIABILITY OF THE COMPANY UNDER THIS CONTRACT, WHETHER FOR BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE CONTRACT PRICE. BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY FOR ALL CLAIMS BY THIRD PARTIES, WHETHER FOR BUSINESS LOSS, PERSONAL INJURY OR OTHERWISE, WHICH EXTEND BEYOND THE FOREGOING LIMITATIONS ON THE COMPANY'S LIABILITY.



FAIRBANKS SCALES GENERAL WARRANTY / LIMITATION OF LIABILITY UNITED STATES

General Product Warranty

Fairbanks Scales Inc. (the "Company") warrants and agrees that if, within two (2) years from date of shipment, any product purchased from the Company should fail because of defective material or workmanship in its manufacture, the Company will repair or replace such product, free of charge, provided the Buyer pays for any applicable customs duties and any other local expenses (such as taxes, clearance charges, etc) associated with the shipment of such part.

Intalogix Warranty

The Company warrants and agrees that if, within one (1) year from date of shipment, any product purchased from the Company which is equipped with Intalogix Technology (excluding driver assist terminals and peripheral devices, including, but not limited to, printers, remote displays etc.) should fail due to lightning, the Company will repair or replace such product, free of charge, provided the Buyer pays for any applicable customs duties and any other local expenses (such as taxes, clearance charges, etc) associated with the shipment of such part.

Further, the company warrants and agrees that if, within five (5) years after shipment, any truck scale or railroad track scale original load cell, instrument, pit power supply, or smart sectional controller purchased from the Company as part of an Intalogix system should fail due to defective material, manufacturing defects, or lightning, the Company will repair or replace such item, free of charge, provided that:

- (i) the scale is equipped with Intalogix Technology, and
- (ii) service is performed a minimum of twice per year by a service entity authorized by the Company pursuant to a Preventive Maintenance Agreement, and such Preventive Maintenance Agreement must remain in effect for the entire duration of the warranty period without any lapses.

Truck & Railroad Scale Weighbridge Warranty

The Company warrants and agrees that if, within five (5) years after shipment, any truck scale structural steel weigh bridge or any railroad track scale structural steel weigh bridge should fail because of defective material or workmanship in its manufacture, the Company will repair or replace such product, free of charge, provided that service is performed a minimum of twice per year by a service entity authorized by the Company pursuant to a Preventive Maintenance Agreement, and such Preventive Maintenance Agreement must remain in effect for the entire duration of the warranty period without any lapses.

Truck Scale Load Cell Model PR6221 Load Cell Warranty

The Company warrants and agrees that if, within twenty-five (25) years after the date of shipment, any truck scale original model PR6221 load cell purchased from the Company should fail because of defective material, workmanship, or lightning damage, the Company will repair or replace such item, free of charge, provided that:

- (i) the scale is equipped with Intalogix Technology, and
- (ii) service is, and has been continuously since the scale was installed, performed a minimum of twice per year by a service entity authorized by the Company pursuant to a Preventive Maintenance Agreement, and such Preventive Maintenance Agreement must remain in effect for the entire duration of the warranty period without any lapses.

General Terms

In the case of any warranty contained herein,

- (iii) the Buyer must promptly notify the Company in writing of the nature of the possible defect being claimed hereunder,
- (iv) the Buyer's account with the Company must be current at the time a claim for warranty hereunder is made, and must remain current thereafter,
- (v) all work by the Company will be performed during normal business hours,
- (vi) The Company, in its sole discretion, reserves the right to replace or repair the product covered under this warranty,
- (vii) The Company, in its sole discretion, reserves the right to replace any defective part with a repaired part from its warranty stock,
- (viii) Consumable parts (such as, but not limited to batteries, light bulbs, printer ribbons, etc) are not covered by the Company under this warranty.
- (ix) the Buyer shall pay for all labor required to perform this warranty, other than labor incurred within one (1) year after shipment, which will be paid by the Company,
- (x) the Buyer will pay truck and travel expense to and from the nearest Fairbanks Scales Customer Support Center, or Fairbanks Authorized Distribution Center, or in case of a replacement, shipping expenses from its factory, except that truck and travel charges and shipping expenses so incurred during the first 30 days following installation will be paid by the Company,
- (xi) the Buyer will be responsible for calibration fees except for calibration fees incurred within the first 30 days following installation will be paid by the company, and
- (xii) at the option of the Company, any parts claimed to be defective shall be returned to the Company for inspection, with all transportation, shipping tariff, and customs duty charges to be incurred by the Buyer.

Notwithstanding anything contained herein to the contrary, this warranty is voidable at the discretion of the Company if the product has been installed by anyone other than the Company or an authorized distributor of the Company or has been subjected to improper installation, misuse, negligent handling, alteration, accident, damage by fire, water or act of God, or improper repairs or modifications.

Any warranties with respect to machinery, apparatus, accessories, articles or materials not manufactured by the Company shall be limited to those of the respective manufacturer thereof, if any, which the Company may be permitted to pass on to the Buyer. Under this provision, the Company will be deemed to have manufactured only those articles bearing the Company's name-plate or trademark.

THE COMPANY'S WARRANTIES AS SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY HAVE ANY LIABILITY FOR LIQUIDATED DAMAGES OR FOR INCIDENTAL, COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR THE LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING FROM DELAYS IN DELIVERY OR PERFORMANCE, BREACH OF WARRANTY, CLAIMS OF INCORRECT WEIGHING, CLAIMS OF OR FOR NEGLIGENCE MANUFACTURE, ACTS OF GOD, OR OTHERWISE. THE AGGREGATE TOTAL LIABILITY OF THE COMPANY UNDER THIS CONTRACT, WHETHER FOR BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE CONTRACT PRICE. BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY FOR ALL CLAIMS BY THIRD PARTIES, WHETHER FOR BUSINESS LOSS, PERSONAL INJURY OR OTHERWISE, WHICH EXTEND BEYOND THE FOREGOING LIMITATIONS ON THE COMPANY'S LIABILITY.

Attachment: Landfill Scale Agenda Item (3275 : County Landfill Scale Equipment Purchase Approval (Staff Contact: Chris Adcock))



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Disposal of Waste Material at County Landfill Approval (Staff Contact: Chris Adcock)		
Staff Contact(s):	Chris Adcock		
Agenda Date:	July 19, 2022	Item Number:	7.m
Attachment(s):	Mask data 5-03-2022 A-1 Sandrock		
Reviewed By:	VA		

SUMMARY:

County Staff has been contacted by A-1 Sandrock, a waste management company from Greensboro, North Carolina, requesting to grind on site and dispose of approximately 600 tons of new, 100% cotton medical type face masks at the County Landfill. The masks are still in the original packaging and are proposed to be ground on site by the company. The company will be billed at our normal gate rate of \$41 per ton for disposal of the product. The operation will take approximately one (1) week to complete, and the company will be required to have proof of insurance and to list the County as an “additional insured” for the on-site operations. These masks are coming from the Hanesbrands Company in Martinsville, Virginia. The material has been approved by the County Landfill’s consulting engineer as an acceptable material for disposal and is a very desired material to place as a first layer in the County Landfill’s new Cell C. Product images and a material spec are attached for your review. The company is required to grind and dispose of the material to recoup export/import taxes originally paid on the material. County Landfill Staff is very interested in obtaining this material for utilization as a base layer in the County Landfill’s newly opened cell, and the additional revenue will help to cover required costs for haul road stabilization into the new cell. This haul road stabilization would be necessary regardless of accepting this material.

FINANCIAL IMPACT AND FUNDING SOURCE:

Based on an estimated 600 tons, this would equate to new revenue of \$24,600.

RECOMMENDATION:

County Staff recommends the Board approve accepting approximately 600 tons of cotton mask material at the County Landfill’s regular gate rate.

MOTION:

“I make a Motion to authorize the County Administrator to approve an agreement with A-1 Sandrock for grinding on site and disposal of approximately 600 tons of approved solid waste material at the County Landfill.”

Mask Inventory

Selling Style	size	Garment style	fiber content	construction
AM15	Youth	GP 159782	60% Cot/40% Poly	2 ply
AM27	Adult	GP 159567	60% Cot/40% Poly	2 ply
AMSK03	Adult L	MSK0010	60% Cot/40% Poly	2 ply
AMSK05	Adult L	MSK0010	60% Cot/40% Poly	2 ply
AMSK10	Adult L	MSK0010	60% Cot/40% Poly	2 ply
BEATCV	N/A	MSK0001	Cotton	3 ply
BMSKA5	Adult OSFA	MSK0013	60% Cot/40% Poly	2 ply
BMSKAR				
BMSKK5	Kids	MSK0009	60% Cot/40% Poly	2 ply
BMSKKR				
BMSKL5	Adult L	MSK0010	60% Cot/40% Poly	2 ply
BMSKS5	Adult S	MSK0009	60% Cot/40% Poly	2 ply
CCSKN5	Adult	MSK0004	Cotton	3 ply
GMSKP5	Adult	MSK0005	Cotton	3 ply
KANP05	Kids	MSK0015	Cotton	3 ply
KANP25	Kids	MSK0012	Cotton	2 ply
KMSK03	Youth	MSK0009	60% Cot/40% Poly	2 ply
KMSK05	Youth	MSK0009	60% Cot/40% Poly	2 ply
LCMASK	Adult	MSK0003	Cotton	3 ply
MANP05	Adult	MSK0004	Cotton	3 ply
MASKBB	Adult	MSK0005	Cotton	3 ply
MASKN2	Adult	MSK0004	Cotton	3 ply
MKPKC5		GP 160230	Cotton	2 ply
MKPKCR				
MKPKP5	Adult	GP 160235	Polyester	2 ply
MKPKPR				
MSKBB5				
PAMZBB	Adult	MSK0004	Cotton	3 ply
PAMZKK	Kids	MSK0009	60% Cot/40% Poly	2 ply
SMSK03	Adult S	MSK0009	60% Cot/40% Poly	2 ply
SMSK10	Adult S	MSK0009	60% Cot/40% Poly	2 ply
UMASK2	Adult S	MSK0005	Nylon/Span/NW	3 ply
UMASK2	Adult L	MSK0005	Nylon/Span/NW	3 ply

HANESBRANDS INC. PRODUCT SPECIFICATION – Garment — NewWear Specification

Garment Style #: MSK0004
Description: Adult Retail 3-ply Cotton Face Mask with Nosepiece
Business Unit: UNW
Project Administrator: Lane Bryant

Original Date: 4/7/2020

Bill of Materials – Sewing (WHITE - XWH)

Material Style	Description	UOM	Usage/DZ
AK0649*	1/4" X .0075 NATURAL RUBBER WHITE	LB	0.0359
ANZ367	3.5" LONG, 24 GAUGE SINGLE WIRE TWI	EA	12
AY7000	T18WC GENERIC WHITE	LB	0.0065
AU7036	T24PC 6M WHITE 32001	CJ	0.0033

Bill of Materials – Sewing (BLACK - 0W2)

Material Style	Description	UOM	Usage/DZ
AK0649*	1/4" X .0075 NATURAL RUBBER WHITE	LB	0.0359
ANZ367	3.5" LONG, 24 GAUGE SINGLE WIRE TWI	EA	12
AY7066	T18WC BLACK 45374	LB	0.0065
AU7046	T24PC BLACK 45374	CJ	0.0033

Bill of Materials – Sewing (BODY BEIGE - QBF)

Material Style	Description	UOM	Usage/DZ
AK0649*	1/4" X .0075 NATURAL RUBBER WHITE	LB	0.0359
ANZ367	3.5" LONG, 24 GAUGE SINGLE WIRE TWI	EA	12
AY0842	T18WC 1PLY NUDEB 38163	LB	0.0065
AU1316	T-24PC NEW NUDE	CJ	0.0033

Bill of Materials – Sewing (CONCRETE - 93H)

Material Style	Description	UOM	Usage/DZ
AK0649*	1/4" X .0075 NATURAL RUBBER WHITE	LB	0.0359
ANZ367	3.5" LONG, 24 GAUGE SINGLE WIRE TWI	EA	12
AY1450	T18TP CONCRETE	LB	0.0065
AU1435	T24PC CONCRETE	CJ	0.0033

Bill of Materials – Sewing (AQUATIC BLUE - Z8C)

Material Style	Description	UOM	Usage/DZ
AK0649*	1/4" X .0075 NATURAL RUBBER WHITE	LB	0.0359
ANZ367	3.5" LONG, 24 GAUGE SINGLE WIRE TWI	EA	12
AY7048	T18WC BRKS MIR BLU 31576	LB	0.0065
AU7035	T24PC BROOKS M BLUE 31576	CJ	0.0033

* Note approved sub on FGM page (HBI code AK0638)

Attachment: Mask data 5-03-2022 A-1 Sandrock (3290 : Disposal of Waste Material at County Landfill





Attachment: Mask data 5-03-2022 A-1 Sandrock (3290 : Disposal of Waste Material at County Landfill



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Agenda Software Contract Approval (Staff Contact: Dave F. Arnold)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	July 19, 2022	Item Number:	7.n
Attachment(s):	RFP Agenda Software RFP Tabulation Sheet - Agenda Software CivicPlus		
Reviewed By:	<i>VH</i>		

SUMMARY:

Granicus is no longer supporting the County's current Agenda Software. Accordingly, the County put out a request for proposal ("RFP") on March 22, 2022, for new Agenda Software. For the Board's review and consideration, attached is the RFP, Tabulation Sheet, and the Civic Clerk Contract Agreement ("Contract") for the firm selected to potentially supply the Board's new Agenda Management Software.

FINANCIAL IMPACT AND FUNDING SOURCE:

The total investment for year one (1) is \$21,765.00, and the annual recurring services are \$19,950.00. The County currently pays \$25,800 in annual recurring services for its current software, so this will be a reduction in annual cost.

RECOMMENDATION:

County Staff recommends the Board approve the attached Contract for new Agenda Software as presented.

MOTION:

"I make a Motion to approve the attached Contract for new Agenda software as presented."



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL
RFP: 20220322**

AUTOMATED AGENDA MANAGEMENT SYSTEM

March 22, 2022

CONTACTS: CONNIE GIBSON, PURCHASING MANAGER

Attachment: RFP Agenda Software RFP (3284 : Agenda Software Contract Approval (Staff Contact: Dave F. Arnold))

Pittsylvania County, Virginia
RFP # 20220322
Automated Agenda Management System

GENERAL INSTRUCTIONS TO OFFERORS

DUE DATE: Sealed Proposals will be received until **April 20, 2022**, no later than **2:00P.M.**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: One original and (4) copies and an electronic copy of the proposals should be mailed or hand delivered to:

**Pittsylvania County Purchasing Department
Att: Connie Gibson
1 Center Street
Chatham, VA 24531.**

All Proposals must be in a sealed envelope or box and clearly marked in the lower left corner: "**Sealed Proposal - RFP #20220321, "AGENDA MANAGEMENT SYSTEM"**" Proposals not so marked or sealed shall be returned to the offeror and will not be considered.

Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror (see page 2). All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. **All Proposals shall be received by 2:00P.M., April 20, 2022.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

QUESTIONS:

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than 2:00 p.m., March 31,2022. Questions may be faxed to (434) 432-7746 or emailed to Connie.gibson@pittgov.org.
2. All responses to questions will be posted on Pittsylvania County website www.pittsylvaniacountyva.gov by 2:00 p.m. April 1 2022. The offeror has the sole responsibility to go to the website and receive the responses or by contacting Connie Gibson requesting they be emailed. The responses will be an addendum to the RFP. All such responses by the County shall become part of the RFP.
3. Oral instructions do not become part of the proposal documents.

Note: The County of Pittsylvania, Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §§ 2.2-4343.1, 1950 as amended or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by Federal, State, and County law relating to discrimination in employment or contracting.

In Compliance with this Request for Proposal the named party hereby submits a proposal in response to Pittsylvania County to furnish services described in this RFP. The entire proposal, including Technical proposal, Proposal Cover Sheet, and any supplemental materials required to be provided by the offeror pursuant to the terms and conditions of the RFP, constitute the entire proposal.

The party hereby certifies that such is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Pittsylvania County or any person interested in the proposed contract.

The party submitting the forgoing Proposal acknowledges the provisions, terms and conditions of this RFP, including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this RFP is correct and true. The person signing this form shall be an authorized signatory officer of the corporation or an individual authorized by the By-Laws of the Corporation that has been given authoritative responsibility to bind the firm in a contract.

Name and Address Of Firm:

_____ Date: _____

_____ By: _____
(Signature in Ink by Officer of the Corporation)

_____ Name: _____
(Please Print)

_____ Zip Code _____ Title: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____ State of Incorporation: _____

State Corporation Commission #: _____

Receipt of the following Addenda are acknowledged: **Attach a copy of your company's SCC Certificate and a list of officers**

Addendum No. _____, dated _____
(Please note all addenda's)

(Return this Form)

Attachment: RFP Agenda Software RFP (3284 : Agenda Software Contract Approval (Staff Contact: Dave F. Arnold))

Introduction

Pittsylvania County, VA (“County”) is requesting proposals from experienced vendors for Agenda software that will allow for easy assembly of documents into a single cohesive agenda packet for electronic publication (e-publishing), voting software that would include a speaker timer and software for Board of Supervisor appointments to Boards, agencies and commission that allows online applications for the public. The system should provide tools for end users, content reviewers, the Deputy Clerk, and for the Planning Department (Planning Commission and BZA meetings would also utilize this product) and any other designee to assemble the agenda and e-publish.

I.Scope of Work

A.Automated Agenda Management System

The Automated Agenda Management System must provide County staff with the ability to use predefined automated workflow to prepare, track, modify and monitor the progress of individual agenda items for specific meeting dates. The desired solution will allow for easy assembly of documents into a single cohesive agenda packet for electronic publication (e-publishing). The system should provide tools for end users, content reviewers, the Deputy Clerk, and for the Planning Department (Planning Commission and BZA meetings would also utilize this product) and any other designee to assemble the agenda and e-publish.

B.Automated Boards, Agencies, Commissions Appointments/Application System

All appointments made by the Board of Supervisors (approximately 300) would be listed to include appointees for each board, commission or agency, description of such agency, terms, and vacancies, and ability for citizens to apply online for consideration of an appointment.

C. Minutes Application with Electronic Voting and Speaker Timer System

Electronic voting at meetings for Board members, automated speaker timer for citizens/public hearing speaker. Voting needs to be incorporated into an automatic minutes outline. Software needs to follow/highlight electronic agenda packet items for Board Members as well as the Public Screen. Ability to update Board Members/Public screen in live time for Items Added to the Agenda. The possibility to add video at a future date.

D.All software shall be compatible with video streaming from our video system. We are not requesting quote for this at this time, but may in the future.

E. Training and implementation shall be in person and/or by webinars. Cost shall be included in proposal.

F. 24/7 Emergency Support via telephone.

G. Mobile Application & Devices

The vendor shall provide a mobile app for this system, to view agendas, minutes and supporting documents. The app and the Agenda Software should be compatible with all devices. The app should be available to staff and the public.

H. The system shall include historical data. Needs to be searchable.

I. Upgrades need to be scheduled after 8:00pm, eastern standard time on Friday's or Saturday's. Any other time will need to be approved by the Deputy Clerk. *Don't think this is needed, because if we need an update, we don't want to have to wait*

J. The vendor shall be responsible for contacting the County's representative in regards to major changes in software/mobile app/etc. in order to prevent an interruption in our process.

All software Must be Cloud based hosted products. Unlimited meetings, users, and space are requested.

The final scope of the project will be determined based on immediate needs and budget constraints.

II. EVALUATION OF PROPOSALS: SELECTION FACTORS

All proposals meeting the requirements of this RFP shall be reviewed and rated by a County evaluation committee according to the criteria listed below. The County expressly reserves the right to reject all proposals received. Furthermore, the County expressly reserves the right to reject any and all proposals, and to waive any of the terms, conditions, and provisions contained in the RFP.

- Experience of the firm and references in Virginia. (25 points)
- Experience and qualifications of the personnel. (25 points)
- Project approach, work plan, timeline, deliverables and project management. (30 points)
- Quality, completeness, and responsiveness of the proposal. (10 points)

- Cost proposal. Note: Proposal shall include cost for providing ongoing annual maintenance, hosting and support costs. (10 points)

III. PROPOSAL CONTENT

The following items shall be included in the proposal:

A) Cover Transmittal Letter

Provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.

B) Firm, Qualifications, Experience, and References

Provide a narrative describing the firm's qualifications to perform the project work, including past (relevant) experience and at least three client references in the State of Virginia, with contact names and information. Include information regarding the firm's experience involving the size and level of complexity of the proposed project with particular emphasis on any prior experience with local government entities. Qualifications and experience for proposed sub consultants should also be included.

Additionally, include a narrative of your firm's expertise in the following areas:

- Agenda Management
- Electronic Voting
- Automated Boards, Agencies, Commissions Appointments/Application System
- Experience with Virginia governmental work.

C) Project Organization, Personnel and Staffing

Provide a brief description of all key personnel and technical staff (including, vendors, partners or subcontractors) to be involved and their relationship to the services to be provided.

- Include names, title, licenses, and certificates, fields of expertise, and relevant state and local area experience for all proposed personnel and staff.
- Identify the principal-in-charge for the proposed services.
- Complete resumes for proposed staff should be provided as part of an appendix to the proposal.
- Provide a project organization chart which depicts the organization of the project team.

D)Project Approach, Work Plan, Cost and Timeline

Provide a narrative which shows your firm’s understanding of the project’s requirements and documents a logical technical approach to the project scope of work. Include a general work plan with projected hours and hourly rates as well as training and annual maintenance cost, the proposed approach to undertaking the scope of work described earlier in this RFP.

IV. AWARD PROCEDURES

AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

V. SPECIAL TERMS AND CONDITIONS

BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for (120) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County’s website, www.pittsylvaniacountyva.gov and on the County Public Notice Bulletin Board located at 1 Center Street, Chatham, VA 24531.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting

contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

OWNERSHIP/FOIA: Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to B-30 Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

COOPERATIVE PURCHASE: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Pittsylvania County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

RENEWAL OF CONTRACT: This contract shall be for 3 years and can be renewed by the County for two (2) successive three (3) year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS
PURCHASING DEPARTMENT

I. GENERAL TERMS AND CONDITIONS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract of over \$10,000 the provisions in 1 and 2 below apply:

(1) During the performance of this contract, the contractor agrees as follows:

A. **Nondiscrimination Clause:** The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. **Equal Opportunity Employer:** The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2)Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

(3) **Drug Free Workplace** – During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that such provision will be binding upon each subcontractor or vendor.

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless

consideration of substantially equal or greater value is exchange. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the party of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

CONTRACTOR ELIGIBILITY CERTIFICATION

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

Attachment: RFP Agenda Software RFP (3284 : Agenda Software Contract Approval (Staff Contact: Dave F. Arnold))

BOS Agenda Software					
Experience of the firm and references in Virginia. (25 points)	25				
Experience and qualifications of the personnel. (25 points)	25				
Project approach, work plan, timeline, deliverables and project management. (30 points)	30				
Quality, completeness, and responsiveness of the proposal. (10 points)	10				
Cost proposal. Note: Proposal shall include cost for providing ongoing annual GIS Maintenance, hosting & support cost. (10 points)	10				
	Evaluator 1	Evaluator 2	Evalutor	Evaluator 3	
Vendors	Norcutt	Bumper	Budd	McCuster	
BroadMaps	62	54	73	45	234
Granicus	80	95	96	82	353
Provox	82	70	75	82	309
eScribe	77	73	84	78	312
Prime Gov	81	84	90	89	344
Civic Clerk	76	91	95	75	337

Attachment: Tabulation Sheet - Agenda Software (3284 : Agenda Software Contract Approval (Staff Contact: Dave F. Arnold))


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:
Product:

Q-26998-1
7/7/2022 11:11 AM
8/1/2022
CivicClerk

Client:

Pittsylvania County VA - CivicClerk

Bill To:

Pittsylvania County VA - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chris McCann	x	chris.mccann@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to # of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicClerk Boards and Committees Module	CivicClerk Boards and Committees Module	Renewable
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Live Meeting Manager Annual Fee	CivicClerk Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	Renewable

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time

List Price - Year 1 Total	USD 26,515.00
Total Investment - Year 1	USD 21,765.00
Annual Recurring Services - Year 2	USD 19,950.00

Total Days of Quote:365

- This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
- This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
- The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
- Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.
- Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
- The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.
- Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.
- Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client's

V. PD 06.01.2015-0048

Page 2 of 5

Attachment: CivicPlus (3284 : Agenda Software Contract Approval (Staff Contact: Dave F. Arnold))

use of the services in the intended course of business as Go Live. "Go-Live" is defined as the Client's use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization	URL	
Street Address		
Address 2		
City	State	Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone
Emergency Contact & Mobile Phone
Emergency Contact & Mobile Phone

Billing Contact	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact	Email	
Phone	Ext.	Fax
Project Contact	Email	
Phone	Ext.	Fax

Attachment: CivicPlus (3284 : Agenda Software Contract Approval (Staff Contact: Dave F. Arnold))



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	DRF Grant Agreement (County Administrator Search) Approval Ratification (Staff Contact: Kimberly G. Van Der Hyde)		
Staff Contact(s):	Kimberly G. Van Der Hyde		
Agenda Date:	July 19, 2022	Item Number:	7.0
Attachment(s):	County Administrator Search Grant		
Reviewed By:	VH		

SUMMARY:

The County recently received notification from the Danville Regional Foundation (“DRF”) of a grant award of \$25,000 to offset the cost of the recruitment and selection of a new County Administrator. This investment will be used to recruit and select the right candidate to lead the County into the future. For the Board’s review, the County has entered into the attached Agreement with The Berkley Group to provide the recruitment services for the County.

FINANCIAL IMPACT AND FUNDING SOURCE:

The total cost of this Agreement is \$30,000. The additional \$5,000 will come from the Board’s Contingency/Grant Local Match Line Item.

RECOMMENDATION:

County Staff recommends the Board accept the DRF grant in the amount of \$25,000 and appropriate this amount, along with the remaining \$5,000 from the Board’s Contingency/Grant Local Match Line Item.

MOTION:

“I make a Motion to accept the DRF grant for the County Administrator Search in the amount of \$25,000 and appropriate these funds along with the remaining \$5,000 from the Board’s Contingency/Grant Local Match Line Item.”



June 17, 2022

Letter of Agreement

Mr. Clarence Monday, Interim County Administrator
Pittsylvania County
P.O. Box 426
Chatham, VA 24531

Dear Mr. Monday:

Re: Grant Agreement between Danville Regional Foundation and Pittsylvania County

The purpose of this letter is to set forth an agreement for use of grant funds in the amount of \$25,000 from Danville Regional Foundation (DRF) to Pittsylvania County for the recruitment and selection of a new County Administrator.

As described in the attached letter, dated May 26, 2022, the County will use these funds will be ...”an investment used to recruit and select the right candidate to lead the County into the future.”

This effort is in line with previous DRF grants to area nonprofits and other organizations. It fits in well with DRF’s goal of increasing the capacity of area organizations and helping to identify and recruit talent, and potential leaders, to the region.

The start date for the project will be on or around June 1, 2022 with completion expected on or around December 31, 2022. The grantee agrees to provide a complete accounting of how DRF funds were expended and a narrative explaining their use of DRF funds and the outcomes related to this grant. Any funds that are not used for this project will be returned to DRF.

SPECIAL PROVISIONS

All grants are made in accordance with current and applicable laws and the Internal Revenue Code, as amended, and its regulations.

Expenditure of Funds: Funds shall be expended in accordance with the budget contained within this agreement.

Expenses charged against this grant shall not be incurred prior to the date on which the grant period begins or after its termination date and shall be incurred only to carry out the approved program described herein.

All line items may be changed by up to **10 percent** without written Foundation approval as long as the budget total does not change.

Line items may not be added or deleted without written approval from the Foundation.

Grant funds may not be used for lobbying, which for this purpose includes any attempt to influence specific legislation by affecting public opinion, or communicating with any member or employee of a legislative body, other than by making available the results of nonpartisan study, analysis or research.

Record Keeping: The Grantee shall maintain records consistent with generally accepted accounting principles (GAAP) to account for the funds received under this grant and to identify how the funds have been expended.

The Grantee shall maintain its records of grant expenditures for at least seven years after completion or termination of the grant. The Grantee shall make its records of grant expenditures available to the Foundation at reasonable times and upon request.

Reversion of Grant Funds: The Grantee shall return unexpended and uncommitted funds at the close of the grant period, unless other written arrangements are made with the Foundation.

Notification: The Grantee shall notify the Foundation of any lawsuit, or any proceeding before any federal, state, or local administrative agency that may impact this initiative.

Indemnification: The Grantee will protect and hold harmless to the extent allowable by law the Foundation from and against all claims, suits, and actions arising from negligent acts or omissions, which may occur in the Grantee's performance of the terms of this Agreement.

Licensing: The Grantee shall obtain and maintain all registrations, licenses, consents, and filings with any party or any public authority required in connection with the Grantee's operation or with the execution and performance of this Agreement.

Subcontractor: If at any time the Grantee intends to use subcontractors in performing its obligations under this Agreement the Grantee assumes responsibility for the actions and omission of the subcontractors. Any act or omission by a subcontractor which would be a breach of this Agreement if such act or omission were made by the Grantee shall be deemed to be a breach of this Agreement by Grantee.

Termination of Agreement: Either party in writing may terminate this agreement for cause at any time by providing 30 day written notice to the other party via registered mail using the address contained herein. Upon termination the Grantee shall promptly repay all unexpended

and uncommitted grant funds, providing the Foundation with appropriate accounting records to support the process.

Waiver: The failure of either party to insist upon strict performance of the terms, conditions and provisions of this Agreement shall not be deemed a waiver of future compliance or a waiver of any provisions herein.

Construction of Agreement: The laws of the Commonwealth of Virginia shall govern this Agreement.

Communications & Media Guidelines: All materials referencing DRF and/or including our logo (i.e. press releases, website additions or event/location signage) must be reviewed by your DRF Program Officer for approval before release, printing or publication. Any grant announcements cannot be made until both parties have signed and executed the full grant agreement. DRF will have at least 48 hours in advance to review all materials prior to a scheduled media announcement or deadline. Approval will be provided within two business days.

This Agreement supersedes any and all prior agreements and contains the entire Agreement of the Parties. This Agreement shall not be amended or modified in any manner other than by an amendment in writing signed by all parties to this Agreement.

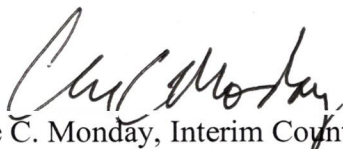
If you are agreeable to the terms of this Letter of Understanding and Special Provisions as stated above, please sign letters and return one to DRF.

Sincerely,

Clark Casteel
President & CEO

Attachment: Letter of Request dated May 26, 2022

By:


Clarence C. Monday, Interim County Administrator

Date:

6-29-22



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Cherrystone Dams 1 and 2a Engineering/Design Contract Approval (Staff Contact: Christopher C. Slep)		
Staff Contact(s):	Christopher C. Slep		
Agenda Date:	July 19, 2022	Item Number:	7.p
Attachment(s):			
Reviewed By:	CH		

SUMMARY:

The County has been awarded two (2) \$750,000 grants to cover the cost of the engineering and design work for Cherrystone Dams 1 and 2a and \$40,000 for administrative cost of each. The County has completed the RFP process and selected Schnabel Engineering to do the engineering and design work on both projects. The engineering and design cost for Cherrystone Dam 2a is \$642,500 and Cherrystone Dam 1 \$784,300. Cherrystone Dam 1 is \$34,300 over the allotted grant funding. County Staff has discussed this with the NRCS Staff, and they believe the County can secure additional grant funding to cover the overage.

FINANCIAL IMPACT AND FUNDING SOURCE:

The engineering and design work for Cherrystone Dam 2a will be totally covered by the NRCS grant. Cherrystone 1 Dam has been underfunded in the grant by \$34,300. County Staff is pursuing additional grant funding from the NRCS; however, if this cannot be secured, the funds would need to come out of FY23 County Budget Contingencies.

RECOMMENDATION:

County Staff recommends the Board award the engineering and design contracts for Cherrystone Dams 1 and 2a to Schnabel Engineering.

MOTION:

“I make a Motion to award the engineering and design work for Cherrystone Dams 1 and 2a to Schnabel Engineering.”



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Erosion and Sediment Control Inspection Contract Approval (Staff Contact: Emily S. Ragsdale)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	July 19, 2022	Item Number:	7.q
Attachment(s):	Solar Farms ESC Inspections Pittsylvania County SOW-MBP signed 6-30-2022 (002)		
Reviewed By:			

SUMMARY:

On June 21, 2022, Pittsylvania County Code (“PCC”) Chapter 4 was revised to require a third-party inspector, retained by the County, to be utilized to conduct all required Erosion and Sediment Control (“ESC”) inspections for all Large-Scale Utility Projects. All costs incurred by these inspections will be paid for by the developer per the adopted PCC revisions. County Community Development Staff desires to award the contract to McDonough Bolyard Peck, Inc. (“MBP”), utilizing Contract Number VA- E194-91570 (“Contract”), between the Department of General Services, on behalf of the Commonwealth of Virginia, and MBP.

For the Board’s review and consideration, attached is the Agreement between McDonough and the County for Non-Professional Services (“Agreement”) to conduct all ESC inspections for Large Scale Utility Projects as defined by PCC Chapter 4.

FINANCIAL IMPACT AND FUNDING SOURCE:

The cost will be originally paid out of Central Stores. The project developer will be billed monthly for any expenses incurred to reimburse the County.

RECOMMENDATION:

County Community Development Staff recommends the Board authorize the Interim County Administrator to Execute the attached Agreement as presented.

MOTION:

“I make a Motion to Authorize the Interim County Administrator to execute the attached Agreement as presented.”

EXHIBIT A – STATEMENT OF WORK (SOW)**Statement of Work (SOW)****Between PITTSYLVANIA COUNTY and MCDONOUGH BOLYARD PECK, INC.****Issued Under**

**CONTRACT NUMBER VA-E194-91570
BETWEEN
DEPARTMENT OF GENERAL SERVICES
AND
MCDONOUGH BOLYARD PECK, INC.**

This Exhibit A, between Pittsylvania County and McDonough Bolyard Peck, Inc. (“MBP”) is hereby incorporated into and made an integral part of Contract Number VA- E194-91570 (“Contract”) between the Department of General Services, on behalf of the Commonwealth of Virginia, and MBP.

In the event of any discrepancy between this Exhibit A and the Contract, the provisions of the Contract shall control.

STATEMENT OF WORK

This Statement of Work (“**SOW**”) is issued by Pittsylvania County (hereinafter referred to as “**Authorized User**”) under the provisions of the Contract. The objective of the project described in this SOW is for MBP to provide the Authorized User with erosion and sediment control (ESC) inspections (hereafter “Compliance Monitor Inspections”) of multiple upcoming solar farm construction sites within Pittsylvania County.

1. PERIOD OF PERFORMANCE

The work authorized in this SOW shall commence on or about July 1, 2022 and continue through June 30, 2023 unless otherwise specified in the Contract.

2. PLACE OF PERFORMANCE

Tasks associated with this project will be performed at the Authorized User’s solar farm location(s) as identified in eVA orders issued by the Authorized User via the Commonwealth’s electronic procurement website portal.

3. PROJECT SCOPE

MBP’s Compliance Monitor Inspectors (CMIs) will have Virginia Department of Environmental Quality (VADEQ) Erosion and Sediment Control Inspector certifications and will:

- Perform compliance monitoring inspections for ESC measures every two weeks and within 48 hours of significant rainfall, defined as a measurable rain event over 0.50 inches.
- Verify compliance with project ESC plans, contractor Annual Standards and Specifications, Pittsylvania County Standards, and VA DEQ requirements.
- Maintain an inspection activity log and provide a formal inspection report for each inspection.
- Immediately notify the County of any non-compliance issues.

It is also understood that MBP:

- Will not physically install or make corrections to the contractor's ESC measures.
- Will only access areas of construction as long as there is a safe path to do so. MBP will not access sinkholes, send staff into blasting zones or traverse waterways deeper than two feet

without safe overland passage. MBP will follow OSHA and VOSH safety regulations, internal safety protocol, and the on-site contractor safety protocols.

4. COMPENSATION

The Authorized User will pay MBP a fixed rate amount of \$997 per site inspection. MBP's fixed rate amount shall include MBP's vehicle including mileage, cellular telephone, computer, other electronic equipment, and personal protective gear for MBP personnel. Other non-labor expenses for services, including but not limited to courier, packaging, binding, postage, graphics, or other similar services, which may be requested or approved by the Authorized User, are in addition to the fixed rate amount set forth above and will be invoiced at cost.

For each new solar farm, MBP will provide the Authorized User with a duration and anticipated number of inspections required.

MBP will invoice monthly for work completed and for non-labor expenses incurred. Invoices shall be submitted to the address designated on the eVA Order. Payment will be made in accordance with the Virginia Prompt Payment Act.

5. CHANGE MANAGEMENT

All changes to this SOW must comply with the Contract. All changes to this SOW shall be in written form and fully executed between the Authorized User's and MBP's authorized representatives.

6. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

MBP: Cody Bain (cbain@mbpce.com)

By signing below, both parties agree to the terms of this Exhibit.

MBP:

Authorized User:

McDonough Bolyard Peck, Inc. _____

(Company Name)

(Name of Public Entity)

By:  _____

By: _____

(Signature)

(Signature)

Name: Kevin L. Bocock, PE, CCM
(Authorized Representative Name - Print)

Name: _____
(Print)

Title: Senior Vice President

Title: _____
Agency Head or Designee

Date: June 30, 2022

Date: _____

Attachment: Solar Farms ESC Inspections Pittsylvania County SOW-MBP signed6-30-2022 (002) (3283 : Erosion and Sediment Control



Board of Supervisors
EXECUTIVE SUMMARY
INFORMATION ITEM

Agenda Title:	General Presentations (Board of Supervisors)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	July 19, 2022	Item Number:	8.a
Attachment(s):			
Reviewed By:			

The Board will present Proclamations, Resolutions, and/or Certificates approved/adopted on the July Consent Agenda or at a previous Meetings.



Board of Supervisors
EXECUTIVE SUMMARY
INFORMATION ITEM

Agenda Title:	School's 1% Sales Tax Referendum Presentation (Presenter: Dr. Jones)		
Staff Contact(s):	Kaylyn M. McCluster		
Agenda Date:	July 19, 2022	Item Number:	8.b
Attachment(s):			
Reviewed By:			

Dr. Mark Jones, Pittsylvania County Schools Superintendent, or his designee, will provide the Board a County School's 1% Sales Tax Referendum Campaign Committee update.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Case R-22-013; Nguyen Properties, LLC; Rezoning from RC-1, Residential Combined Subdivision District, to MHP, Residential Manufactured Housing Park. The Planning Commission recommended, by a 7-0 vote, with opposition, that the Petitioner's request be denied. (Supervisor Ingram)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	July 19, 2022	Item Number:	10.A.1
Attachment(s):	R-22-013 Nguyen App R-22-013 Nguyen Map		
Reviewed By:	VH		

SUMMARY:

In Case R-22-013, Nguyen Properties (“Petitioner”) has petitioned to rezone 6.25 acres from RC-1, Residential Combined Subdivision District, to MHP, Residential Manufactured Housing Park (*to allow for a mobile housing park*). The subject property is located on State Road 722/Oakwood Drive, in the Tunstall Election District, and shown on the Tax Maps as GPIN # 1368-26-8391. Once the property is rezoned to MHP, all uses listed under Pittsylvania County Code § 35-317 are permitted. On June 7, 2022, the Planning Commission recommended, by a 7-0 vote, with opposition, that the Petitioner’s request be denied. For the Board’s review, the County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends denial of Case R-22-013 as presented. The subject property is not adjacent to any other properties currently zoned MHP, Residential Manufactured Housing Park District, and while the rezoning would be consistent with the Comprehensive Plan, County Community Development Staff has received multiple concerns and objections from adjacent property owners. Additionally, the entrance to this property would need to be upgraded to a commercial entrance. VDOT does not feel that the sight distance requirements can be met, and therefore VDOT would not approve a commercial entrance at this location.

MOTION:

“In Case R-22-013, I make a Motion to deny the rezoning of 6.25 acres from RC-1, Residential Combined Subdivision District, to MHP, Residential Manufactured Housing Park, due to the

safety concerns and VDOT's inability to approve the required commercial entrance at this location."

STAFF SUMMARY

<p><u>CASE</u> R-22-013</p>	<p><u>ZONING REQUEST</u> RC-1 to MHP</p>	<p><u>CYCLE</u> June 2022/July 2022</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Nguyen Properties, LLC, is requesting to rezone the property from RC-1, Residential Combined Subdivision District to MHP, Manufactured Housing Park District.</p> <p>DISTRICT: Tunstall</p>		<p>PLANNING COMMISSION: June 7, 2022</p> <p>BOARD OF SUPERVISORS: July 19, 2022</p> <p>ADVERTISED: May 18 & 25, 2022 & June 22 & 29, 2022</p>

SUBJECT

Requested by Nguyen Properties, LLC, as the contract purchaser, to rezone property located on State Road 1058/Oakwood Drive, in the Tunstall Election District and shown on the Tax Maps as GPIN # 1368-26-8391. The applicants are requesting to rezone 6.25 acres, from RC-1, Residential Combined Subdivision District, to MHP, Residential Manufactured Housing Park District, to allow for a mobile housing park on the property.

BACKGROUND/DISCUSSION

Nguyen Properties, LLC, contract purchaser, is requesting to rezone a total of 6.25 acres from RC-1, Residential Combined Subdivision District, to MHP, Residential Manufactured Housing Park District, to allow for the expansion of a current legal non-conforming use. When Zoning was adopted in 1991, multiple mobile homes were located on the property. Because a zoning classification of RC-1 was assigned, the mobile homes became a legal nonconforming use. According to Pittsylvania County Code § 35-164, non-conforming uses cannot be expanded or enlarged unless they can be brought into compliance. In order to bring this property into compliance, the property would need to be rezoned to MHP. Additionally, Pittsylvania County Code § 35-164 states that any activity, use or structure that is discontinued for more than two (2) years, it shall be deemed abandoned and must conform to the regulations of the current regulations; therefore, any lots that have not been occupied for more than two (2) years have lost the right to be occupied, further reducing the number of lots within the legal non-conforming park.

The applicant has a contract to purchase the property with the intentions to resume the use as a mobile home park. In 1998, an application to rezone the property was submitted and ultimately denied due to opposition from the neighboring property owners.

Once the property is rezoned to MHP, all uses listed under Section 35-317 are a permitted use. The property would also be subject to Pittsylvania County Code Chapter 28 Manufactured Housing Park.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Medium to High Density Residential.

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to RC-1, Residential Combined Subdivision District, and R-1, Residential Suburban Subdivision District, properties.

Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)

RECOMMENDATION

Staff recommends DENIAL of Case R-22-013, submitted by Nguyen Properties, LLC, requesting to rezone a total of 6.25 acres located State Road 1058/Oakwood Drive, in the Tunstall Election District and shown on the Tax Map as GPIN# 1368-26-8391, from RC-1, Residential Combined Subdivision District, to MHP, Residential Manufactured Housing Park District, to allow for a mobile housing park on the property. The subject property is not adjacent to any other properties currently zoned MHP, Residential Manufactured Housing Park District and while the rezoning would be consistent with the Comprehensive Plan, Staff has received multiple concerns and objections from adjacent property owners. Additionally, the entrance to this property would need to be upgraded to a commercial entrance. VDOT does not feel that the site distance requirements can be met, and therefore they would not approve a commercial entrance at this location.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-22-013 as submitted.
2. Recommend denial of Case R-22-013 as submitted.

ATTACHMENTS:

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

PITTSYLVANIA COUNTY
APPLICATION FOR REZONING

I, Angela Nguyen, as contract purchaser of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Nguyen Properties LLC
Address: 27416 SW 143rd Court, Homestead, FL 33032

2. Location of Property: 397Oakwood Dr

Telephone: 305-815-2780

3. Tax Map Numbers: 1368-26-8391

4. Election District: Tunstall

Total Amount: \$336.65

Taken By: Check #104

5. Size of Properties: 6.25 acres



6. Existing Land Use: Non-Conforming Mobile Home Park

Existing Zoning: RC-1, Residential Combined Subdivision District

7. Proposed Land Use: Mobile Home Park

Proposed Zoning: MHP, Residential Manufactured Housing Park

8. Are conditions being proffered: Yes X No

9. Check completed items:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Letter of Application | <input checked="" type="checkbox"/> Site Development Plan or Waiver | <input checked="" type="checkbox"/> Legal Forms |
| <input type="checkbox"/> 11"x 17" Concept Plan | <input checked="" type="checkbox"/> Application Fee | <input checked="" type="checkbox"/> List of Adjoining Properties |
| <input checked="" type="checkbox"/> Plat Map | <input type="checkbox"/> Copy of Deed | <input type="checkbox"/> Copy of Deed Restrictions
Or Covenants |

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.



Rick Fain

OFFICE USE ONLY
Application Deadline: 04/28/22
Received By: ESR
B.O.S. Meeting Date: 07/19/22

Application No. R-22-013
P.C. Meeting Date: 06/07/22
Date Received: 4/13/22
Action: _____

Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

6.25 acres of land, generally located)
at 397 Oakwood Drive within the)
Tunstall Election District and recorded)
as parcel ID # 1368-26-8391 on the)
Pittsylvania County tax records)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:


WHEREAS, your Petitioner, Nguyen Properties, LLC, respectfully file this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioner is the Contract Purchaser of the above-referenced parcel.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as RC-1, Residential Combined Subdivision District.
- (3) Your petitioners now desire to have the property rezoned to MHP, Residential Manufactured Housing Park.

WHEREFORE, your Petitioner respectfully requests that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcel of land be rezoned as set out in Number 3.

FURTHER, your Petitioner respectfully requests that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,



Rick Fain

Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)

May 10, 2022

Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

Nguyen Properties, LLC, as contract purchaser, would like to apply to the Planning Commission/Board of Supervisors to rezone 6.25 acres, GPIN #1368-26-8391, located at 397 Oakwood Drive in the Tunstall Election District.

I am requesting to rezone this parcel from RC-1, Residential Combined Subdivision District to MHP, Residential Manufactured Housing Park, to allow for a mobile home park.

Sincerely,



Rick Fain

PITTSYLVANIA

COUNTY, VIRGINIA

OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R-22-013 Applicant  Date 5-13-22

Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)

Robin S. Vaughan

From: Craddock, Joseph <joseph.craddock@vdot.virginia.gov>
Sent: Wednesday, June 1, 2022 5:00 PM
To: Emily Ragsdale
Cc: Robin S. Vaughan
Subject: 397 Oakwood Drive - proposed mobile home park rezoning

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Emily,

I looked at the existing entrance at 397 Oakwood Drive as requested. For the proposed use, with up to 43 potential mobile home sites, an additional 279 vehicle trips per day could be generated at full build out. This would require that the existing private entrance be upgraded to a full commercial entrance, which requires adequate intersection sight distance.

Due to the horizontal alignment of Oakwood Drive, the location does not have adequate intersection sight distance for traffic approaching from the south. Please feel free to contact me if you have any questions or need any additional information. Also, I would be happy to meet with the property owners to go over VDOT's requirements if they are interested.

Thanks,

—
 Jay Craddock
 Assistant Resident Engineer - Land Use / Halifax Residency
 Virginia Department of Transportation
 434-433-3142
Joseph.Craddock@vdot.virginia.gov



Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)

GPIN	ACCOUNT_NAME1	ACCOUNT_ADDR1	ACCOUNT_CSZ
1368-35-0809	THOMAS, CHARLES ALVIN	317 OAKWOOD DR	DANVILLE, VA 24541
1368-27-4055	BROWN, PHYLLIS J	11250 MARTINSVILLE HWY	DANVILLE, VA 24541
1368-26-8391	ECHOLS, CHARLES R	896 LOOMFIXER LAKE RD	DANVILLE, VA 24541
1368-35-4750	COLLIE, KATHY A	320 OAKWOOD DR	DANVILLE, VA 24541
1368-36-6159	DAVIS, JAMES E	380 OAKWOOD DR	DANVILLE, VA 24541



VIRGINIA REALTORS® CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY



(This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)

This CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY made as of March 08, 2022, between Charles R. Echols, Katherine D. Echols

more), whose address is _____ (the "Seller", whether one or more), whose address is Nguyen Properties LLC, and

one or more), whose address is _____ (the "Purchaser", whether one or more), whose address is _____ provides: The Listing Company (who represents Seller) is HAUSER REALTY GROUP

Selling Company (who does OR does not represent Purchaser) is United Country Jeff Davis & Assoc. and the

1. **REAL PROPERTY:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of Pittsylvania County, Virginia and described as (legal description): ST RD 722 LOTS 5 & 6 6.25 AC

and more commonly known as: 397 Oakwood Dr, Danville, VA 24541-8569

2. **PURCHASE PRICE:** The Purchase Price (the "Purchase Price") of the Property is \$ ~~35,000.00~~ \$40,000.00 (the "Property"). This sale shall be in gross, and the Purchase Price shown above shall be the exact sales price.

The Purchase Price shall be adjusted at settlement to an exact purchase price of \$ _____ per (sq. ft.) (acre). The exact area to be determined by a survey to be made by a licensed surveyor and paid for by Purchaser OR Seller OR _____. The Purchaser shall pay to the Seller at settlement the Purchase Price in cash or by cashier's certified check, subject to the prorations herein and from the following sources:

(a) ~~THIRD PARTY FIRST TRUST:~~ This sale is subject to Purchaser's obtaining OR assuming a conventional OR other (describe) _____ loan secured by a first deed of trust lien on the Property in the principal amount of \$ _____ or _____ % of the Purchase Price bearing interest at a fixed rate not exceeding _____ % per year, or at an adjustable rate with an initial rate not exceeding _____ % per year and a maximum rate during the term of the loan not exceeding _____ % per year, or at the market rate of interest at the time of settlement, amortized over a term of _____ years, and requiring not more than a total of _____ loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$ _____. (If this contract provides for the assumption of a loan: (i) the parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)

(b) ~~THIRD PARTY SECOND TRUST:~~ As set forth in paragraph 4, this sale is also subject to Purchaser's obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$ _____ or _____ % of the Purchase Price bearing interest at a rate not exceeding _____ % per year, amortized as follows _____, and requiring not more than a total of _____ loan discount points, excluding the origination fee.

(c) ~~SELLER FINANCING:~~ Seller agrees that \$ _____ or _____ % of the Purchase Price shall be evidenced by a note made by Purchaser payable to Seller bearing interest at a rate of _____ % per year amortized as follows _____.

The note shall be secured by a deferred purchase money first OR second OR (specify priority) _____ deed of trust lien on the Property. The deed of trust and note shall provide, among other things, that: (i) the note shall be due and payable in full if the Property, or any interest therein, is transferred, sold or conveyed; (ii) Purchaser shall have the right to prepay the note at any time in whole or in part: with a premium or penalty of _____ % of the amount prepaid OR without premium or penalty; (iii) a late payment charge shall be provided, if applicable, (iv) a late payment charge not exceeding five _____.

VAR FORM 650 Revised 01/21
Reviewed 01/21

Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)

~~percent of the payment may be assessed by seller for any payment more than seven (7) calendar days late; (v) a default under the terms of any prior financing shall constitute a default under the note and deed of trust; (vi) the note and deed of trust shall otherwise be in form satisfactory to Seller; (vii) other terms:~~

~~If this Contract provides for SELLER FINANCING, then (i) such financing shall be contingent upon review and approval by Seller of a current credit report on each Purchaser and a current personal financial statement of each Purchaser, which documents must be provided to Seller within _____ business days following execution of this Contract by both parties; (ii) Purchaser shall properly record applicable deed of trust, at its expense, at settlement; and (iii) Purchaser may not assign this Contract in whole or in part, without the prior written consent of Seller, which Seller shall be under no obligation to give. Any deed of trust securing SELLER FINANCING (i) shall contain a provision requiring the trustees under said deed of trust, without the necessity of obtaining the prior consent or joinder of the noteholder, to release land for easements and rights of ways, and/or land to be dedicated for public use from the above mentioned trust without curtailment and at no cost to Purchaser, provided such releases in their aggregate total less than _____ % of the total land area originally encumbered by the deed of trust; (ii) shall provide that Purchaser shall have the right, at any time after settlement, to raze existing improvements, cut, fill, grade, erect improvements and do all other things Purchaser believes necessary in the development of the Property; with OR without obligation to make any prepayment on account of the debt secured by the deferred purchase money deed of trust.~~

- (d) **BALANCE OF PURCHASE PRICE:** Purchaser will provide the balance of the Purchase Price from Purchaser's funds in cash or by cashier's or certified check or wired funds at settlement.
- (e) **OTHER FINANCING TERMS:** This is a cash transaction

- 3. **DEPOSIT:** Purchaser shall make a deposit of \$ 500.00 to be held by All Virginia Title (the "Escrow Agent") in the form of: check cash other (the "Deposit"). Purchaser [select one]: has paid the Deposit to the

Escrow Agent OR will pay the Deposit to the Escrow Agent within 5 days (the "Extended Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the later of: (i) the date this Contract is fully executed by the parties, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the Purchase Price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

If the Property is foreclosed upon while this Contract is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Contract by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

4. **FINANCING:**

~~(a) This Contract is contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be, for the third party financing or loan assumption required in paragraph 2. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining a commitment for such financing.~~

~~(b) If Purchaser does not obtain such written commitment and so notifies Seller or Selling Company or Listing Company in writing before 5:00 p.m. local time on _____ (if no date is filled in, the date shall be the same date set forth in paragraph 7), then if Purchaser is otherwise in compliance with the terms of this Contract, this Contract shall terminate upon giving such a notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain such a written commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 4(a) above shall nonetheless continue unless—~~

~~Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a commitment in compliance with the provisions of subparagraph 4(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing.~~

~~(c) If any down payment as established in Paragraph 3 or any balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or seller financing, upon Seller's written request, Purchaser shall give the Seller written verification from Purchaser's bank or other sources within seven (7) days of the latter of either the request from the Seller or Ratification date of this Contract that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within five (5) days after the date by which verification was to be given.~~

~~(d) Unless specified in a written contingency, neither this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property.~~

~~(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract:~~

- ~~(i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;~~
- ~~(ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the rate(s) increase so that Purchaser no longer qualifies for the financing;~~
- ~~(iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;~~
- ~~(iv) Purchaser fails to notify the lender, Seller or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing;~~
- ~~(v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;~~
- ~~(vi) Purchaser does or fails to do any act following ratification of this Contract that prevents Purchaser from obtaining the financing; or~~
- ~~(vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing.~~

~~(f) Purchaser does OR does not intend to occupy the Property as a primary residence.~~

~~(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 2. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 4 should Purchaser fail to pursue, as required in this paragraph 4, the financing set forth in paragraph 2.~~

~~5. **LOAN FEES:** Except as otherwise agreed upon in this Contract, Purchaser shall pay all points, loan origination fees, charges and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and which by regulation or law Purchaser is not permitted to pay.~~

~~6. **TITLE INSURANCE.** Purchaser may, at Purchaser's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage. Purchaser may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Purchaser's lender(s), if any, Purchaser and Seller require that enhanced rates be quoted by Purchaser's lender(s). Purchaser understands that nothing herein obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.~~

~~7. **SETTLEMENT; POSSESSION:** Settlement shall be made at **All Virginia Title** on or about or sooner than **6/8/22**, . Settlement is defined as the time when the settlement agent has received the duly executed deed, loan funds, loan documents, and other documents and funds required to carry out the terms of the contract between the parties and the settlement agent reasonably determines that prerecordation conditions of such contracts have been satisfied. Possession of the Property shall be given at Settlement, unless otherwise agreed in writing by the parties. At Settlement, Seller will deliver the deed described in paragraph 15, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.~~

~~8. **EXPENSES; PRORATIONS; ROLLBACK TAXES:**~~

~~(a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors; all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement.~~

(b) Rollback taxes shall be paid as follows: _____

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9. **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the unified settlement statement for the transaction.
 10. **BROKER INDEMNIFICATION:** Seller and Purchaser agree to hold harmless Listing Company, Selling Company, the officers, directors and employees, or any real estate broker or salesperson employed by or affiliated with the Listing Company or Selling Company for any delay, or expense caused by such delay, in settlement due to regulatory or legal requirements.
 11. **STUDY PERIOD:** Purchaser shall have 60 days from the date this Contract is executed by both Purchaser and Seller to determine, through engineering and feasibility studies, whether Purchaser's plan of development of the Property is practical. Purchaser shall contract for such studies within ten (10) days from the date of execution, and deliver to Seller and Listing Company copies of the letter(s) ordering the studies, said letter(s) stipulating that true copies of all studies are to be sent to Seller or Listing Company, simultaneously with delivery to Purchaser. If within such study period Purchaser notifies Seller or Listing Company, in writing, that Purchaser's plan, in Purchaser's sole judgment, is not practical, Purchaser may terminate this Contract and receive a refund of the Deposit and the parties shall have no further liability or obligations hereunder, except as set forth herein. Time shall be of the essence of this provision.
 12. **SOIL STUDY:** This Contract is contingent for _____ days from date of execution of this Contract by both Purchaser and Seller to allow _____ at its expense to obtain a soil study and/or percolation test, which shall lawfully allow for the erection and use of _____ on the Property. Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible or practicable, Purchaser shall have the right, upon written notice to Seller, to terminate this Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further liability or obligations hereunder, except as set forth herein.
 13. **ACCESS:** Purchaser and Purchaser's agents and engineers shall have the right to enter onto the Property at all reasonable times prior to settlement for purposes of engineering, surveying, title or such other work as is permitted under this Contract, so long as such studies do not result in a permanent change in the character or topography of the Property. Purchaser shall not interfere with Seller's use of the Property, and Purchaser, at Purchaser's expense, shall promptly restore the Property to its prior condition upon completion of Purchaser's studies or work. Purchaser to keep the Property free and clear from all liens resulting from its work, studies, investigations or other activities performed pursuant to this Contract and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Purchaser's presence or activities on the Property. This obligation shall survive settlement and transfer of title and possession to the Property.
 14. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Contract and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy of policies of insurance applicable to the Property.
 15. **TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed), free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for Purchaser's intended purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 2(a) or 2(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 7 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.
 16. **PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** The Seller represents that the Property [select one]: is OR is not located within a development which is subject to the Virginia Property Owners' Association Act (Sections 55.1-1800)

et. seq. of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser, or Purchaser's authorized agent. The information contained in the association disclosure packet shall be current as of the specified date on the disclosure packet. The Purchaser may cancel this Contract (a) within _____ days (between 3 and 7, if blank, 3) after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the association disclosure packet or is notified that the association disclosure packet is not available; (b) within _____ days (between 3 and 7, if blank, 3) after receiving the association disclosure packet, if the association disclosure packet is available or notice that the association disclosure packet will not be available is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service and a receipt obtained; or (c) within _____ days (between 6 and 10, if blank, 6) after the postmark date if the association disclosure packet or notice that the association disclosure packet will not be available is sent to the Purchaser by United States mail. The Purchaser may also cancel this Contract at any time prior to settlement if the Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to the Purchaser. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for delivery of the disclosure packet to Purchaser or Purchaser's authorized agent. The right to receive the association disclosure packet and to cancel this Contract terminates at settlement. If the Purchaser has received the association disclosure packet, the Purchaser has a right, at Purchaser's sole expense, to request an update of such disclosure packet from the property owners' association. A request for an updated disclosure packet does not extend the cancellation periods set forth above.

17. **CONDOMINIUM DISCLOSURE:** The Seller represents that the Property [select one]: is OR is not a condominium resale, which is subject to the Virginia Condominium Act (Section 55.1-1900 et seq. of the Code of Virginia) (the "Condominium Act"). If the Property is a condominium resale, the Condominium Act requires the Seller to obtain from the unit owners' association a resale certificate and provide it to the Purchaser or Purchaser's authorized agent. The information contained in the resale certificate shall be current as of the specified date on the resale certificate. The Purchaser may cancel this Contract (a) within _____ days (between 3 and 7, if blank, 3) after the date of this Contract, if on or before the date that the Purchaser signs this Contract, the Purchaser receives the resale certificate; (b) within _____ days (between 3 and 7, if blank, 3) after receiving the resale certificate if the resale certificate is hand delivered, delivered by electronic means, or delivered by a commercial overnight delivery service or the United Parcel Service and a receipt obtained; or (c) within _____ days (between 6 and 10, if blank, 6) after the postmark date if the resale certificate is sent to the Purchaser by United States mail. Notice of cancellation shall be provided to the Seller (owner) or his agent by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared by the sender confirming such mailing; (iii) electronic means provided the sender retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. In the event of a dispute, the sender shall have the burden to demonstrate delivery of the notice of cancellation. Such cancellation shall be without penalty, and the Seller shall cause any deposit to be returned promptly to the Purchaser, but not later than thirty days from the date of cancellation. Seller shall provide written instructions to the Association for the delivery of the resale certificate to Purchaser or Purchaser's authorized agent. The right to receive the resale certificate and to cancel this Contract terminates at settlement. If the Purchaser has received the resale certificate, the Purchaser has a right, at Purchaser's sole expense, to request from the unit owners' association a resale certificate update or financial update. A request for an updated resale certificate does not extend the cancellation periods set forth above.
18. **NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES:** Choice of Settlement Agent: Chapter 10 (§§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia provides that in loans made by lenders and secured by first deeds of trust or mortgages on real estate containing not more than four residential dwelling units, the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. Variation by agreement: The provisions of Chapter 10 (§§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia may not be varied by agreement, and rights conferred by this chapter may not be waived. The seller may not require the use of a particular settlement agent as a condition of the sale of the property. Escrow, closing, and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and

prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from his settlement agent, upon request, in accordance with the provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

To facilitate the settlement agent's preparation of various closing documents, including any HUD-1 or Closing Disclosure, Purchaser hereby authorizes the settlement agent to send such Closing Disclosure to Purchaser by electronic means and agrees to provide the settlement agent Purchaser's electronic mail address for that purpose only.

19. **MECHANICS LIEN NOTICE:**

(a) Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished material for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lien or last performed work or furnished materials or (ii) 90 days from the time the construction, removal, or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT, LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

20. **NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be *non-binding*, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually-agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.

21. **NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 23 (Section 19.2-987 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or <http://sex-offender.vsp.virginia.gov/sor/>.

22. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 9 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company or Selling Company under this Contract or growing out of the transactions contemplated herein, the prevailing party in such action shall be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action.

23. **OTHER TERMS:** (Use this space for additional terms not covered elsewhere in this Contract.) Study period so buyer can apply and await county decision to allow rezoning to mobile home park. offer contingent on Pittsylvania County approval of this application. Close sooner if happens sooner.

24. **BROKERS; LICENSEE STATUS:**

(a) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor, or other professional service provider.

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(b) Disclosure of Real Estate Board/Commission licensee status, if any is required in this transaction: _____

25. MISCELLANEOUS: This Contract may be signed in one or more counter parts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed terms hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

26. WIRE FRAUD ALERT. Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Owner is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Owner should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

27. ELECTRONIC SIGNATURES. MN ICE KE If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

28. ACCEPTANCE: This Contract, when signed by Purchaser, shall be deemed an offer to enter into a bilateral contract. If not accepted by Seller by 8pm (time), March 10, 2022, it shall become null and void.

WITNESS the following duly authorized signatures: (SEPARATE ALL COPIES BEFORE SIGNING BELOW)

PURCHASER:

Mar 8, 2022, Mai Han Nguyen
DATE PURCHASER
Nguyen Properties LLC

DATE PURCHASER

DATE PURCHASER

DATE PURCHASER

SELLER:

3-10-22 Charles R Echols
DATE SELLER
Charles R. Echols
3-10-22 Katherine D Echols
DATE SELLER
Katherine D. Echols

DATE SELLER

DATE SELLER

Receipt of deposit per paragraph 3 above is hereby acknowledged.

Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)

For information purposes only:

Selling Company's Name and Address:

Listing Company's Name and Address:

United Country Jeff Davis & Assoc.

HAUSER REALTY GROUP

Office Phone: _____ Fax: _____
MLS Broker Code: _____ Office ID No. _____
Agent Name: **Rick Fain**
Agent ID. No.: _____
Agent E-mail address: **fainfamilyman@outlook.com**
434-822-3334

Office Phone: _____ Fax: _____
MLS Broker Code: _____ Office ID No. _____
Agent Name: **Caroline Echols**
Agent ID. No.: _____
Agent E-mail address: **carolineechols@aol.com**
434-489-5754

This Contract has been executed by Purchaser and Seller as of 3-10-22
Listing Firm [Signature]; Selling Firm _____

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Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)



**SUMMARY OF RIGHTS AND OBLIGATIONS
OF SELLERS AND PURCHASERS UNDER
THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT**



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-700 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES webpage (http://www.dpor.virginia.gov/Consumers/Disclosure_Forms/) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page (http://www.dpor.virginia.gov/Consumers/Disclosure_Forms/). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U.S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U.S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or

VAR FORM SUM1 Revised 01/22

Page 1 of 3

Reviewed 01/22

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United Country Real Estate Jeff Davis & Associates L.L.C., 625 Piney Forest Rd Suite 300 A Danville VA 24546

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Rick Paia

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Angle for 397

Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)

occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:

1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in § 54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
2. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
3. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
4. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
5. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
6. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
7. The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
8. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
9. The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
10. The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract; and

11. The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ _____ et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § _____, but in any event, prior to settlement pursuant to such contract.
12. The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
13. The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
14. The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
15. The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
16. The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
17. The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.

<u>Charles R. Echols</u>	<u>3-10-22</u>	(Date)
<u>Katherine D. Echols</u>	<u>3-10-22</u>	(Date)
<u>Mai Han Nguyen</u>	<u>Mar 8, 2022</u>	(Date)

Earnest Money Escrow Agreement

THIS EARNEST MONEY ESCROW AGREEMENT ("Agreement") is made as of the 9th day of March, 2022, by and among Nguyen Properties LLC ("Buyer"), Charles R. Echols, Katherine D. Echols ("Seller"), and ALL-VIRGINIA TITLE & ESCROW, INC. ("Escrow Agent").

RECITALS:

- A. Pursuant to that certain Offer to Purchase dated March 8th, 2022, by and between Seller and Buyer (the "Offer"), Buyer is depositing with Escrow Agent earnest money in the amount of \$ 500.00 ("Funds"). A true and correct copy of the Offer is attached as Exhibit A.
- B. Escrow Agent shall hold the Funds in a NON-INTEREST bearing account at First Citizens Bank & Trust Company, Danville, Virginia. Checks will only be accepted from banks within the Fifth Federal Reserve District. Funds from a bank outside of the Fifth Federal Reserve District will be required to be deposited by an electronic wire transfer. Wire instructions are available upon request. The Depositor ("Buyer") is responsible for any fees associated with the wire transfer and such fees are non-refundable.
- FDIC COVERAGE NOTE:** The parties do hereby certify that they are aware that the Federal Deposit Insurance Corporation (FDIC) coverage applies only to a cumulative maximum amount of \$250,000.00 for each individual depositor for all of depositor's accounts at the same or related institution. Escrow Agent assumes no responsibility for, nor will Purchaser and Seller hold Escrow Agent liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amount and that the excess amount is not insured.
- C. Earnest money deposits will only be accepted with a fully executed Escrow Agreement.

THE PARTIES AGREE:

1. **Recitals:** The above recitals are incorporated below as if set forth at length.
2. **Release of the Funds:** Escrow Agent shall hold the Funds until the first of the following events:
 - a. On the closing of the sale of real estate, as described in the Offer, Escrow Agent shall deliver the Funds to the Seller as part of Buyer's purchase money.
 - b. On receipt of joint written instructions from Buyer and Seller directing Escrow Agent to disburse the Funds to a named party, Escrow Agent shall disburse the Funds as directed in such notice. Upon such disbursement, Escrow Agent shall have no further liability under this Agreement.
 - c. In the event Escrow Agent does not receive joint written instructions on or before the date for closing, as described in the Offer, Escrow Agent shall continue to hold the Funds until the first of the following events:
 - i. Receipt by Escrow Agent of joint written Instructions from Buyer and Seller to disburse the Funds to a named party (upon receipt of such notice, Escrow Agent shall make the disbursement as directed in the notice).
 - ii. In the event of a dispute among the parties and the parties fail to reach an agreement as to the disbursement of the Funds, the Escrow Agent shall not independently determine the rights of the parties to the Funds held in escrow and shall interplead the Funds to a court of competent jurisdiction. Delivery of the Funds by Escrow Agent shall be at Escrow Agent's sole discretion. Such delivery may be by interpleader or other writ or petition. Buyer and Seller agree that, after the Funds are delivered to court under this paragraph, Escrow Agent shall have no further liability under this Agreement and shall not be a necessary or permitted party in any action brought regarding the Funds and interest, if any, and Escrow Agent will not be responsible for any fees associated with delivery funds; or
 - iii. Entry and receipt by Escrow Agent of an order of a court of competent jurisdiction ordering Escrow Agent to deliver the Funds (upon receipt of such order, Escrow Agent shall make the disbursement as directed in the order).

IN NO EVENT WILL ANY FUNDS BE DISBURSED UNTIL SUCH FUNDS HAVE BEEN DEEMED IRREVOCABLE CLEARED BY FIRST CITIZENS BANK & TRUST COMPANY.

- 3. **Escrow Agent's Cost and Expenses:** In addition to the provisions set forth in Paragraph 2 above, in the event that Escrow Agent is requested to release the Funds prior to the closing of the sale of the Property, Escrow Agent shall be entitled to deduct from the amount to be released of all Escrow Agent's costs and expenses incurred in the preparing for the sale of the Property including, but not limited to, search and examination fees, fees to obtain special assessment letters, and commitment cancellation fees.
- 4. **Liability of Escrow Agent:** Escrow Agent shall not be liable for: (i) any actor omission done in good faith under this Agreement, nor (ii) any loss arising out of loss or impairment of the Funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension. Buyer and Seller agree to, jointly and severally, hold Escrow Agent harmless, including reasonable attorney's fees, which may arise pursuant to or out of a dispute with reference to the rights of anyone claiming interest in the Funds deposited under this Agreement.
- 5. **Action Against Escrow Agent:** The parties agree that any action in relation to an alleged breach of this Agreement by Escrow Agent shall be commenced within six months of the date of the breach, without regard to the date of the breach is discovered. Any action not brought against Escrow Agent within that two year time period shall be barred, without regard to any other limitation s period set forth by law or statue, and the Buyer and Seller hereby waive any statute of limitation to the contrary.
- 6. **Counterparts:** This Agreement may be executed in counterparts. When each party has executed a copy of the Agreement, the executed copies taken together shall have the same force and effects as if executed in one document. Facsimile signatures on the Agreement shall be deemed original signatures.
- 7. **Notices:** Any notice required under the Agreement shall be given in writing at the addresses set forth at the end of this Agreement and by: (a) certified or registered mail, postage prepaid, (b) overnight courier guaranteeing next day delivery, (c) personal delivery, or (d) facsimile. All notices shall be deemed given three (3) business days following deposit in the United States mail with respect to certified or registered letters, one (1) business day following deposit if delivered to an overnight courier guaranteeing next day delivery and on the same day if sent by personal delivery or facsimile (with proof of transmission).
- 8. **Binding:** The terms, covenants and conditions of this Agreement shall be binding upon the parties and their respective successors, heirs and assigns.

SELLER:

Charles R Echols Katherine D Echols
 Name(s): Charles R. Echols, Katherine D. Echols
 Address: _____
 City, State, Zip: _____
 Phone#: _____

BUYER:

Mai Han Nguyen
 Name(s): Nguyen Properties LLC
 Address: _____
 City, State, Zip: _____
 Phone#: _____

ESCROW AGENT:

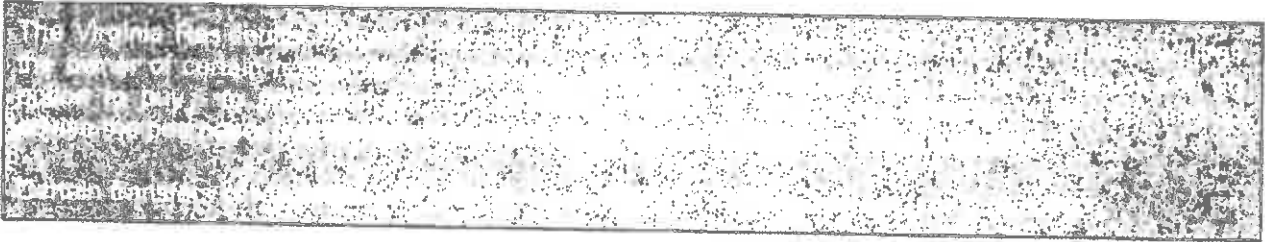
BY: _____
 All-Virginia Title & Escrow, Inc.
 530 Patton Street
 Danville, VA 24541
 (434) 791-4060

Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)



Virginia Real Estate Board
https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM



PROPERTY ADDRESS/ 397 Oakwood Dr, Danville, VA 24541-8569
LEGAL DESCRIPTION: _____

The purchaser is advised of the disclosure listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:
https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

Charles R Echols
Owner
Charles R. Echols
3-10-22
Date

Katherine D Echols
Owner
Katherine D. Echols
3-10-22
Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the Code of Virginia). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Mai Han Nguyen
Purchaser
Nguyen Properties LLC
Mar 8, 2022
Date

Purchaser

Date

DPOR rev 07/2021

VIRGINIA REAL ESTATE POWER OF ATTORNEY

I, Mai Han Nguyen [Full Name], of 27416 SW 143rd Ct

[Street Address] in the City of Homestead, State of Florida

(the "Principal") hereby appoint Richard R. Fain, Jr. [Full Name], of

120 Parkmoor Ct [Street Address] in the City of

Danville, State of Virginia (the "Agent") to act on my

behalf for the purpose set forth in Article I below:

Article I. Assignment of Authority

Initial and **Check (✓)** the applicable powers

- **Sale of Real Estate:** My agent is authorized to act on my behalf for the purpose of selling the lands and premises located at _____ and with a legal description of _____. My agent is authorized to perform any and all acts related to such sale, including, but not limited to, executing, modifying and delivering any and all documents necessary to complete the transaction as well as accepting the closing proceeds for deposit into my account which has been previously disclosed to my agent.

- **Purchase of Real Estate:** My agent is authorized to act on my behalf for the purpose of purchasing the lands and premises located at 397 Oakwood Dr. Danville, VA 24541 and with a legal description of ST RD 722 LOTS 5 & 6 6.25 AC. My agent is authorized to perform any and all acts related to such purchase, including, but not limited to the financing and mortgaging of the property. My agent is authorized to execute, modify and deliver any documents necessary to complete the financing and purchase of the property as well as to withdraw and disburse funds necessary for the closing from my account which I have previously disclosed to my agent.

- **Management of Real Estate:** My agent is authorized to act on my behalf for the purpose of managing the premises located at _____ and with a legal description of _____. My agent is authorized to perform all acts related to maintaining the property such as but not limited to: making repairs (with reimbursement), approving sub-contractors for work, negotiating rents, signing lease/sublease agreements, evicting tenants and any other representation as needed for day-to-day management.

- **Refinancing:** My agent is authorized to act on my behalf for the purpose of refinancing my debts, including, but not limited to any debts secured by a mortgage on the lands and premises located at _____ and with a legal description of _____. My agent is authorized to perform any and all acts related to such refinancing, including but not limited to, modifying, executing and delivering any and all documents necessary to complete the refinancing as well as to withdraw and disburse funds necessary to complete the refinancing from my account which I have previously disclosed to my agent.

Article II. Durable Power of Attorney

This power of attorney shall not be affected by the Principal's subsequent disability or incapacity unless otherwise stated in Article III(b).

Article III. Term

(**Initial** and **Check** the Applicable Term):

- a. - This power of attorney is effective as of the date hereof and shall terminate upon revocation or automatically on the 15th day of July, 2022.
- b. - **(Non-Durable Option)** This power of attorney is effective as of the date hereof and shall terminate upon my incapacity, or death, or revocation.
- c. - This power of attorney is effective as of the date hereof and shall terminate upon my death or revocation.

Article IV. Ratification

I, the Principal, grant to my Agent full power and authority to perform all acts on my behalf as I could do if personally present, hereby ratifying and confirming all that my Agent may do pursuant to this power.

Article V. Governing Law

This Note shall be governed by, and construed in accordance with, the laws of the State of Virginia.

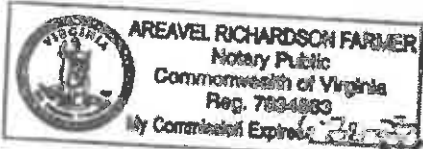
Article VI. Revocation

I, the Principal, hereby revoke any existing powers of attorney that may have previously been granted by me relative to the above described property.

In witness whereof, I have executed this instrument this 13 day of April, 2022.

Principal's Signature [Signature] Print Name MAI HAN NGUYEN

Agent's Signature [Signature] Print Name RICHARD R. FAIN, JR
RICK FAIN



Areavel Richardson Farmer

NOTARY ACKNOWLEDGMENT

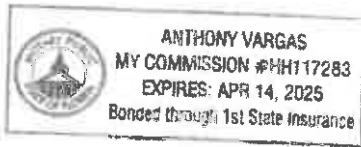
STATE OF Florida
Miami Dade County, ss.

On this 13 day of April, 2022, before me appeared

Mai Han Nguyen, as the Principal who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that (s)he executed the same as his/her free act and deed.

Notary Public [Signature]


Print Name: Anthony Vargas My commission expires: April 14 2025

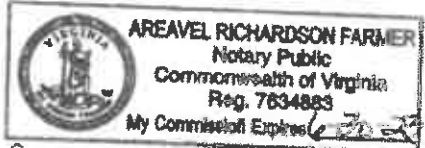


Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)

Acceptance by Agent

The undersigned Agent acknowledges and executes this Power of Attorney, and by such execution does hereby affirm that I: (A) accept the appointment as agent; (B) understand the duties under the Power of Attorney and under the law.

Agent's Signature  Print Name RICHARD R. FARMER, JR.
Richard Farmer

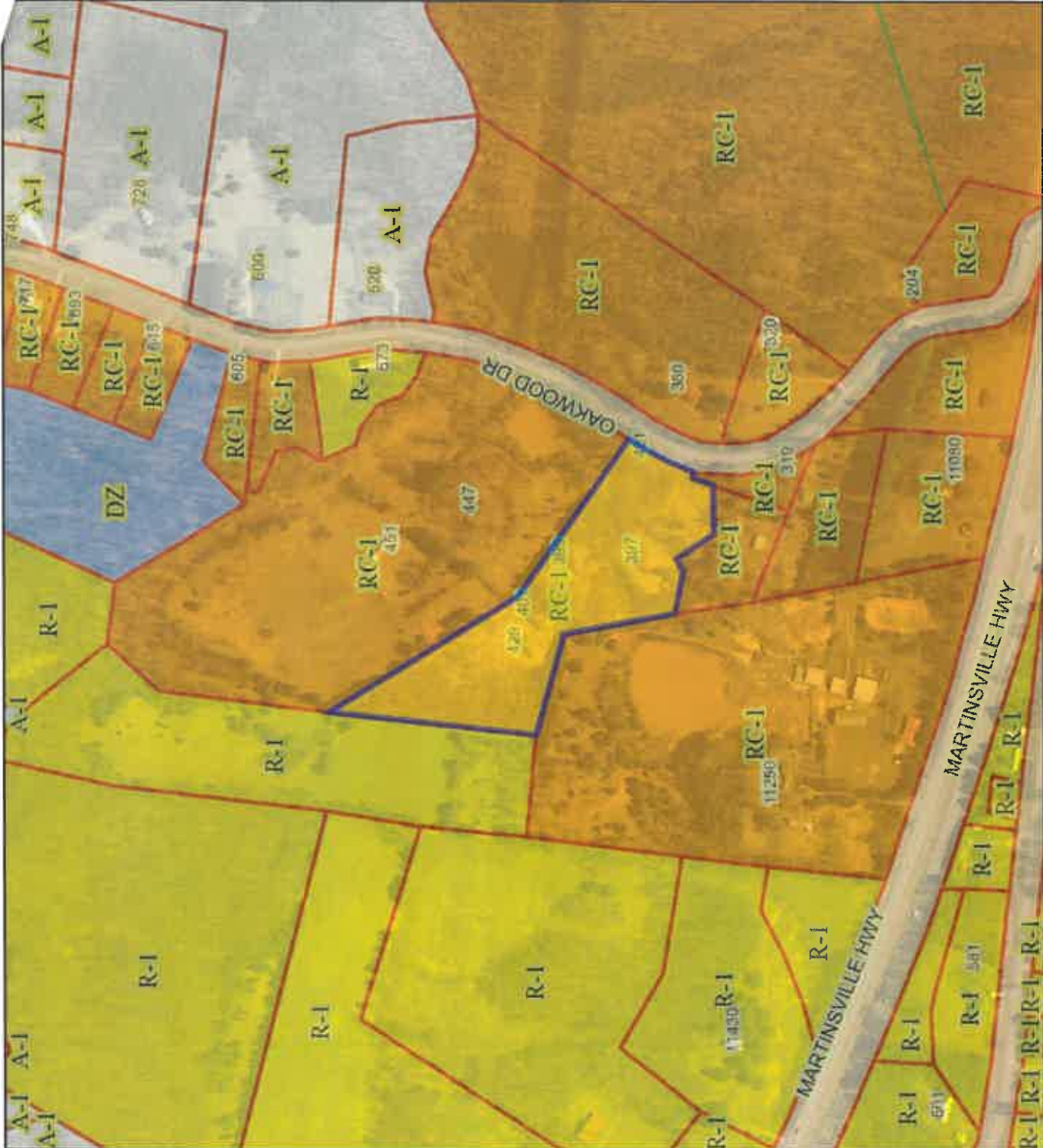


Areavel Richardson Farmer

Attachment: R-22-013 Nguyen App (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)

Legend

- Assessed Parcels
- Parcels
- Zoning**
- Unknown
- A-1 = Agricultural District
- B-1 = Business District, Limited
- B-2 = Business District, General
- C-1 = Conservation District
- DZ = Double Zoned Parcels
- M-1 = Industrial District, Light Industry
- M-2 = Industrial District, Heavy Industry
- MHP = Residential Manuf. Housing
- Park District
- R-1 = Residential Suburban
- Subdivision District
- RC-1 = Residential Combined
- Subdivision Distric
- RE = Residential Estates District
- RMF = Residential Multi-Family
- Subdivision Distric
- RPD = Residential Planned
- Development District
- TZ = Town Zoning
- UK = Unknown
- County Boundary



Title:

Date: 3/15/2022

10.A.1.b
DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it is.

Attachment: R-22-013 Nguyen Map (3277 : Public Hearing: Case R-22-013; Nguyen Properties, LLC)



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Case R-22-016; Jasmin Ruiz; Rezoning from B-2, Business District, General, to R-1, Residential Suburban Subdivision District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Dalton)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	July 19, 2022	Item Number:	10.A.2
Attachment(s):	R-22-016 Jasmin Ruiz App R-22-016 Jasmin Ruiz Map		
Reviewed By:	VH		

SUMMARY:

In Case R-22-016, Jasmin Ruiz (“Petitioner”) has petitioned to rezone a total of 2.16 acres from B-2, Business District, General, to R-1, Residential Suburban Subdivision District (*to allow for the property to be used as a single-family dwelling*). The subject property is located on State Road 799/Climax Road, in the Callands-Gretna Election District, and shown on the Tax Maps as GPIN #s 1498-33-4405, 1498-33-3555, and 1498-33-2683. Once the property is rezoned to R-1, all uses listed under Pittsylvania County Code § 35-222 are permitted. On June 7, 2022, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner’s request be granted. For the Board’s review, the County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-22-016 as presented. The subject property is adjacent to properties currently zoned R-1, Residential Suburban Subdivision District, and the rezoning would be consistent with the County’s Comprehensive Plan.

MOTION:

“In Case R-22-016, I make a Motion to approve the rezoning of a total of 2.16 acres from B-2, Business District, General, to R-1, Residential Suburban Subdivision District, to allow for the property to be converted back to a single-family dwelling. The rezoning would be consistent with the County’s Comprehensive Plan.”

STAFF SUMMARY

<p><u>CASE</u> R-22-016</p>	<p><u>ZONING REQUEST</u> B-2 to R-1</p>	<p><u>CYCLE</u> June 2022/July 2022</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Jasmin Ruiz is requesting to rezone the properties from B-2, Business District General to R-1, Residential Suburban Subdivision District.</p>		<p>PLANNING COMMISSION: June 7, 2022</p>
<p>DISTRICT: Callands-Gretna</p>		<p>BOARD OF SUPERVISORS: July 19, 2022</p>
		<p>ADVERTISED: May 18 & 25, 2022 & June 22 & 29, 2022</p>

SUBJECT

Requested by Jasmin Ruiz, to rezone property located on State Road 799/Climax Road, in the Callands-Gretna Election District and shown on the Tax Maps as GPIN #s 1498-33-4405, 1498-33-3555, and 1498-33-2683. The applicant is requesting to rezone a total of 2.16 acres, from B-2, Business District, General, to R-1, Residential Suburban Subdivision District, to allow the property to be used as a single-family dwelling.

BACKGROUND/DISCUSSION

Jasmin Ruiz is requesting to rezone a total of 2.16 acres from B-2, Business District General, to R-1, Residential Suburban Subdivision District, to allow the property to be used as a single-family dwelling.

The property was originally zoned R-1, and the building was constructed as a single-family dwelling but was rezoned to B-2, Business District, General, and converted to a day care facility in 2013. Pittsylvania County Code § 35-365 only allows for residential uses to be located on a property with an active business. The business on the property was discontinued prior to the property being purchased by the applicant.

On February 25, 2022, the Code Official for Pittsylvania County sent a letter to the property owner notifying her that a Building Permit was required to set the two accessory structures that had been placed on her property. When the applicant came into the office to obtain a building permit, such permit could not be issued because the buildings had been placed over property lines. Additionally, the applicant was also notified at the time that the property was zoned B-2, Business District, General and could not be used as a single-family dwelling. The applicant is requesting to rezone the subject property from B-2, Business District, General, to R-1, Residential Suburban Subdivision District, to allow the structure to be occupied as a single-family dwelling. If the rezoning is approved, the property will need to be resurveyed in order to consolidate the three (3) subject properties. Once that is recorded, a building permit can be issued for the accessory structures and needed modifications to the existing structure to convert it back to a dwelling.

Once the properties are rezoned to R-1, all uses listed under Section 35-222 are a permitted use.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to B-1, Business District, Limited, A-1, Agricultural District, and R-1, Residential Suburban Subdivision District, properties.

Attachment: R-22-016 Jasmin Ruiz App (3278 : Public Hearing: Case R-22-016; Jasmin Ruiz)

RECOMMENDATION

Staff recommends APPROVAL of Case R-22-016, submitted by Jasmin Ruiz, requesting to rezone a total of 2.1 acres located on State Road 799/Climax Road, in the Callands-Gretna Election District and shown on the Tax Map as GPIN#s 1498-33-4405, 1498-33-3555 & 1498-33-2683 to allow the property to be used as a single-family dwelling. The subject properties are adjacent to properties currently zoned R-1, Residential Suburban Subdivision District and the rezoning would be consistent with the Comprehensive Plan.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-22-016 as submitted.
2. Recommend denial of Case R-22-016 as submitted.

ATTACHMENTS:

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

PITTSYLVANIA COUNTY
APPLICATION FOR REZONING

I, Jasmin Ruiz, as owner of the below described properties, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Jasmin Ruiz
Address: 3665 Climax Road, Chatham, VA 24531

2. Location of Property: 3665 Climax Road

Telephone: 775-790-6636

3. Tax Map Numbers: 1498-33-4405, 1498-33-3555 & 1498-33-2683

4. Election District: Callands-Gretna

Total Amount: \$343.98

Taken By: Cash 4/5/22
OR

5. Size of Property: 2.16 acres

6. Existing Land Use: Single Family Dwelling

Existing Zoning: B-2, Business District General

7. Proposed Land Use: Adjust property lines

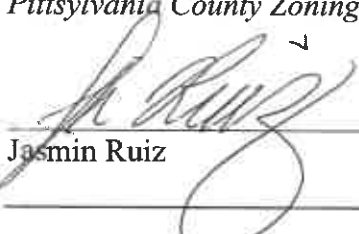
Proposed Zoning: R-1, Residential Suburban Subdivision District

8. Are conditions being proffered: Yes X No

9. Check completed items:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Letter of Application | <input type="checkbox"/> Site Development Plan or Waiver | <input checked="" type="checkbox"/> Legal Forms |
| <input type="checkbox"/> 11"x 17" Concept Plan | <input checked="" type="checkbox"/> Application Fee | <input checked="" type="checkbox"/> List of Adjoining Properties |
| <input checked="" type="checkbox"/> Plat Map | <input type="checkbox"/> Copy of Deed | <input type="checkbox"/> Copy of Deed Restrictions
Or Covenants |

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.



Jasmin Ruiz

OFFICE USE ONLY
Application Deadline: 04/28/22
Received By: ESR
B.O.S. Meeting Date: 07/19/22

Application No. R-22-016
P.C. Meeting Date: 06/07/22
Date Received: 4/5/22
Action: _____

Attachment: R-22-016 Jasmin Ruiz App (3278 : Public Hearing: Case R-22-016; Jasmin Ruiz)

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

2.16 acres of land,)
generally located at 3665 Climax)
Road within the Callands Gretna)
Election District, and recorded as)
part of parcel ID#'s 1498-33-4405,)
1498-33-3555 & 1498-33-2683)
in the Pittsylvania County tax records)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

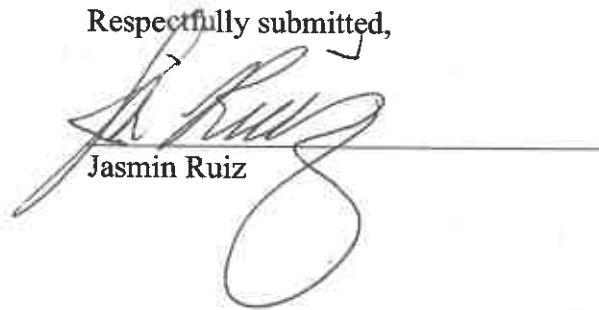
WHEREAS, your Petitioner, Jasmin Ruiz respectfully files this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioner is the Owner of the above-referenced parcels.
- (2) The properties are presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as B-2 Business District General.
- (3) Your petitioners now desire to have the property rezoned to R-1, Residential Suburban Subdivision District.

WHEREFORE, your Petitioner respectfully request that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcels of land be rezoned as set out in Number 3.

FURTHER, your Petitioner respectfully requests that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,



Jasmin Ruiz

Attachment: R-22-016 Jasmin Ruiz App (3278 : Public Hearing: Case R-22-016; Jasmin Ruiz)

April 5, 2022

Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

I, Jasmin Ruiz, as owner, would like to apply to the Planning Commission/Board of Supervisors to rezone 2.16 acres, GPIN #s 1498-33-4405, 1498-33-3555 & 1498-33-2683 at 3665 Climax Road in the Callands-Gretna Election District.

I am requesting to rezone these parcels from B-2 Business District General, to R-1, Residential Subdivision District to allow for adjustment of property lines.

Sincerely,



Jasmin Ruiz

Attachment: R-22-016 Jasmin Ruiz App (3278 : Public Hearing: Case R-22-016; Jasmin Ruiz)

PITTSYLVANIA COUNTY, VIRGINIA

OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R-22-016 Applicant  Date 4-6-2022

Attachment: R-22-016 Jasmin Ruiz App (3278 : Public Hearing: Case R-22-016; Jasmin Ruiz)

GPIN	ACCOUNT_NAME1	ACCOUNT_ADDR1	ACCOUNT_CSZ
1498-33-6597	LINTHICUM, RYAN AVERETTE	5700 DENNISVILLE RD	AMELIA , VA 23002
1498-43-1534	OWEN, KEVIN EARLE	4612 CLIMAX RD	CHATHAM, VA 24531
1498-33-2876	RUNNER, LISA A	210 CEDAR GROVE RD	JOHNSON CITY, TN 37601
1498-33-4786	BURWELL, NORMA T	110 HIGHLAND RD	GRETNA VA 24557
1498-33-4354	LARSON, KARL L	3621 CLIMAX RD	CHATHAM, VA 24531
1498-33-2683	RUIZ, JASMIN	3665 CLIMAX RD	CHATHAM, VA 24531

Legend

- Assessed Parcels
- Parcels
- Future Land Use Areas
 - Commercial
 - Conservation
 - Industrial
 - Medium to High Density Residential
 - Mixed Commercial/Industrial
 - County Boundary



Title:

Date: 4/5/2022

10.A.2.b

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it is.

Attachment: R-22-016 Jasmin Ruiz Map (3278 : Public Hearing: Case R-22-016; Jasmin Ruiz)



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Case R-22-017; Bradley and Heather Barron; Rezoning from RE, Residential Estates District, to A-1, Agricultural District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted. (Supervisor Dalton)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	July 19, 2022	Item Number:	10.A.3
Attachment(s):	R-22-017 Barron App R-22-017 Barron Map		
Reviewed By:	VH		

SUMMARY:

In Case R-22-017, Bradley and Heather Barron (“Petitioners”) have petitioned to rezone a total of 23.81 acres from RE, Residential Estates District, to A-1, Agricultural District (*to allow for the placement of an accessory structure and a Class B Home Occupation*). The subject property is located on Atlantic Timber Lane, in the Callands-Gretna Election District, and shown on the Tax Maps as GPIN #s 1580-15-0109, 1580-05-8478, and 1580-05-7851. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On June 7, 2022, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners’ request be granted. For the Board’s review, the County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-22-017 as presented. The subject property is adjacent to properties currently zoned A-1, Agricultural District, and the rezoning would be consistent with the County’s Comprehensive Plan.

MOTION:

“In Case R-22-017, I make a Motion to approve the rezoning of a total of 23.81 acres from RE, Residential Estates District, to A-1, Agricultural District, to allow for the placement of an accessory structure and a Class B Home Occupation. The rezoning would be consistent with the County’s Comprehensive Plan.”

STAFF SUMMARY

<p><u>CASE</u> R-22-017</p>	<p><u>ZONING REQUEST</u> RE to A-1</p>	<p><u>CYCLE</u> June 2022/July 2022</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Bradley & Heather Barron are requesting to rezone the properties from RE, Residential Estates District to A-1, Agricultural District.</p> <p><u>DISTRICT:</u> Callands-Gretna</p>	<p><u>PLANNING COMMISSION:</u> June 7, 2022</p> <p><u>BOARD OF SUPERVISORS:</u> July 19, 2022</p> <p><u>ADVERTISED:</u> May 18 & 25, 2022 & June 22 & 29, 2022</p>	

SUBJECT

Requested by Bradley and Heather Barron, to rezone property located on Atlantic Timber Lane, in the Callands-Gretna Election District and shown on the Tax Maps as GPIN #s 1580-15-0109, 1580-05-8478, and 1580-05-7851. The applicants are requesting to rezone a total of 23.81 acres, from RE, Residential Estates District, to A-1, Agricultural District, to allow for the placement of an accessory structure and a Class B Home Occupation.

BACKGROUND/DISCUSSION

While conducting an inspection relating to a Building Permit issued to install a 100-amp subpanel for an accessory structure, the Building Inspector noticed additional HVAC and plumbing work had been completed without the necessary permits or inspections and that the building had been placed in the front yard. Because the building had been placed in the front yard, violating Pittsylvania County Code § 35-74 (2)(b) which states “no detached accessory building may be located in the front yard of a lot” in residential districts. The property is currently zoned RC-1, therefore, requiring the building to be placed in the side or rear yard. The applicants are requesting to rezone the subject property from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District, to allow the accessory structure to remain in the current location. If the rezoning is approved, the structure would meet the required front yard setback and would be allowed to remain.

When the property owners were contacted regarding the additional work completed without the necessary permits, they stated that the building would be used as part of their Home Occupation. The applicants currently breed both dogs and cats. While Pittsylvania County Code exempts commercial kennels that are operating as an accessory to a single-family dwelling from the definition of a Commercial Kennel, therefore, treating that use as a Home Occupation, Pittsylvania County Code § 35-268 requires a Special Use Permit for a Class B Home Occupation. The Zoning Ordinance defines a Class B Home Occupation as “an occupation conducted in a dwelling unity for profit, with or without the use of one or more accessory structures.” If the property is rezoned, the accessory structure could remain, and the Class B Home Occupation would be permitted by right. At that time, a building permit could be issued, bringing this structure into compliance.

Once the properties are rezoned to A-1, all uses listed under Section 35-178 are a permitted use.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Agricultural and Rural Residential.

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to properties zoned A-1, Agricultural District and RE, Residential Estates District properties.

Attachment: R-22-017 Barron App (3279 : Public Hearing: Case R-22-017 Bradley and Heather Barron)

RECOMMENDATION

Staff recommends APPROVAL of Case R-22-017, submitted by Bradley and Heather Barron, requesting to rezone a total of 23.81 acres located on Atlantic Timber Lane, in the Callands-Gretna Election District and shown on the Tax Map as GPIN#s 1580-15-0109, 1580-05-8478 & 1580-05-7851 to allow for the placement of an accessory structure and a Class B Home Occupation. The subject properties are adjacent to properties currently zoned A-1 Agricultural District, and the rezoning would be consistent with the Comprehensive Plan.

PLANNING COMMISSION OPTIONS:


1. Recommend approval of Case R-22-017 as submitted.
2. Recommend denial of Case R-22-017 as submitted.

ATTACHMENTS:

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners


PITTSYLVANIA COUNTY
APPLICATION FOR REZONING

We, Bradley & Heather Barron, as owners of the below described properties, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

- 1. Property Owner's Name: Bradley & Heather Barron
Address: 225 Atlantic Timber Lane
- 2. Location of Property: 225 Atlantic Timber Lane Telephone: 434-849-1035
- 3. Tax Map Numbers: 1580-15-0109, 1580-05-8478 & 1580-05-7851
- 4. Election District: Callands-Gretna Total Amount: \$365.97
Taken By: Check #457
- 5. Size of Properties: 23.81 acres

- 6. Existing Land Use: Single Family Dwelling
Existing Zoning: RE, Residential Estates District
- 7. Proposed Land Use: Placement of an accessory building & Class B home occupation business
Proposed Zoning: A-1, Agricultural District
- 8. Are conditions being proffered: Yes X No
- 9. Check completed items:

<input checked="" type="checkbox"/> Letter of Application	<input type="checkbox"/> Site Development Plan or Waiver	<input checked="" type="checkbox"/> Legal Forms
<input type="checkbox"/> 11"x 17" Concept Plan	<input checked="" type="checkbox"/> Application Fee	<input checked="" type="checkbox"/> List of Adjoining Properties
<input type="checkbox"/> Plat Map	<input type="checkbox"/> Copy of Deed	<input type="checkbox"/> Copy of Deed Restrictions Or Covenants

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.


Heather Barron

OFFICE USE ONLY	Application No. <u>R-22-017</u>
Application Deadline: <u>04/28/22</u>	P.C. Meeting Date: <u>06/07/22</u>
Received By: <u>ESR</u>	Date Received: <u>4/19/22</u>
B.O.S. Meeting Date: <u>07/19/22</u>	Action: _____

Attachment: R-22-017 Barron App (3279 : Public Hearing: Case R-22-017 Bradley and Heather Barron)

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

23.81 acres of land, generally located)
at 225 Atlantic Timber Lane within the)
Callands-Gretna Election District and)
Recorded as parcel ID #s 1580-15-0109,)
1580-05-8478 & 1580-05-7851)
on the Pittsylvania County tax records)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:


WHEREAS, your Petitioners, Bradley & Heather Barron , respectfully file this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioners are the Owners of the above-referenced parcels.
- (2) The properties are presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as RE, Residential Estate District.
- (3) Your petitioners now desire to have the properties rezoned to A-1, Agricultural District.

WHEREFORE, your Petitioners respectfully request that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcels of land be rezoned as set out in Number 3.

FURTHER, your Petitioners respectfully request that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,



Heather Barron

Attachment: R-22-017 Barron App (3279 : Public Hearing: Case R-22-017 Bradley and Heather Barron)

May 13, 2022


Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

We, Bradley & Heather Barron, as owners, would like to apply to the Planning Commission/Board of Supervisors to rezone 23.81 acres, GPIN #s 1580-15-0109, 1580-05-8478 & 1580-05-7851 located at 225 Atlantic Timber Lane in the Callands-Gretna Election District.

We are requesting to rezone these parcels from RE, Residential Estates District to A-1, Agricultural District, to allow for placement of an accessory building and a Class B home occupation business.

Sincerely,


Heather Barron



OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R-22-017 Applicant Nath G. Dura Date 5-13-2022

Attachment: R-22-017 Barron App (3279 : Public Hearing: Case R-22-017 Bradley and Heather Barron)

GPIN	ACCOUNT_NAME1	ACCOUNT_ADDR1	ACCOUNT_CSZ
1580-05-8478	BARRON, BRADLEY R	225 ATLANTIC TIMBER LANE	CHATHAM, VA 24531
1580-06-5125	JONES, STEVEN BART	10754 LAKE FOREST DRIVE	MANASSAS, VA 20112
1580-16-0565	ROBERSON, LEONARD R	121 CALLISON DRIVE	CHESAPEAKE, VA 23320
1580-15-3074	BROWN, GEORGE C JR	458 GREENDALE DR	RUSTBURG, VA 24588
1570-85-9271	PADUANO, JOSEPH L	3780 GRASSLAND DR	SANDY LEVEL, VA 24161
1580-13-0820	FITZGERALD, EDMOND B V	3000 EAST GRETNA RD	GRETNA, VA 24557
1580-16-6234	MITCHELL, JOSHUA JACOB	240 ATLANTIC TIMBER LANE	CHATHAM, VA 24531
1580-16-2372	LUKAS, MATTHEW	5222 SCOTT JACOBS MEMORIAL DR	HURT, VA 24563
1570-97-2040	WILLIAMS, RICHARD M	4532 GRASSLAND DR	SANDY LEVEL, VA 24161

R-22-017 BRADLEY BARRON

Legend

- Assessed Parcels
- Parcels
- Zoning**
- Unknown
- A-1 = Agricultural District
- B-1 = Business District, Limited
- B-2 = Business District, General
- C-1 = Conservation District
- DZ = Double Zoned Parcels
- M-1 = Industrial District, Light Industry
- M-2 = Industrial District, Heavy Industry
- MHP = Residential Manuf. Housing Park District
- R-1 = Residential Suburban
- Subdivision District
- RC-1 = Residential Combined Subdivision District
- RE = Residential Estates District
- RMF = Residential Multi-Family Subdivision District
- RPD = Residential Planned
- Development District
- TZ = Town Zoning
- UK = Unknown
- County Boundary

Feet



Title:

Date: 4/19/2022

10.A.3.b

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it is.

Attachment: R-22-017 Barron Map (3279 : Public Hearing: Case R-22-017 Bradley and Heather Barron)



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Case R-22-018; Robert and Angela Carlberg; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Dudley)		
Staff Contact(s):	Emily S. Ragsdale		
Agenda Date:	July 19, 2022	Item Number:	10.A.4
Attachment(s):	R-22-018 Carlberg App R-22-018 Carlberg Map		
Reviewed By:	VH		

SUMMARY:

In Case R-22-018, Robert and Angela Carlberg (“Petitioners”) have petitioned to rezone 10.41 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (*to allow for the placement of an accessory structure*). The subject property is located on Reservoir View Drive, in the Staunton River Election District, and shown on the Tax Maps as GPIN # 1593-88-9579. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On June 7, 2022, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners’ request be granted. For the Board’s review, the County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-22-018 as presented. The subject property is adjacent to properties currently zoned A-1, Agricultural District, and the rezoning would be consistent with the County’s Comprehensive Plan.

MOTION:

“In Case R-22-018, I make a Motion to approve the rezoning of 10.41 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for the placement of an accessory structure. The rezoning would be consistent with the County’s Comprehensive Plan.”

STAFF SUMMARY

<p><u>CASE</u> R-22-018</p>	<p><u>ZONING REQUEST</u> R-1 to A-1</p>	<p><u>CYCLE</u> June 2022/July 2022</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Robert & Angela Carlberg are requesting to rezone the property from R-1, Residential Suburban Subdivision District to A-1, Agricultural District.</p> <p>DISTRICT: Staunton River</p>	<p>PLANNING COMMISSION: June 7, 2022</p> <p>BOARD OF SUPERVISORS: July 19, 2022</p> <p>ADVERTISED: May 18 & 25, 2022/June 22 & 29, 2022</p>	

SUBJECT

Requested by Robert and Angela Carlberg, to rezone property located on Reservoir View Drive, in the Staunton River Election District and shown on the Tax Maps as GPIN # 1593-88-9579. The applicants are requesting to rezone a total of 10.41 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for the placement of an accessory structure.

BACKGROUND/DISCUSSION

Robert & Angela Carlberg are requesting to rezone a total of 10.41 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for the placement of an accessory building in the front yard.

Pittsylvania County Code § 35-74 (2)(b) states “no detached accessory building may be located in the front yard of a lot” in residential districts. The property is currently zoned R-1, therefore, requiring the building to be placed in the side or rear yard. Based on the location of the applicants’ dwelling, an accessory structure could not be placed on the property and meet both the location requirements and the required setbacks. If the rezoning is approved, the structure would meet the required front yard setback. If the rezoning is denied, a Variance would need to be issued to allow the placement of an accessory structure. Staff feels that this issue is best resolved through a rezoning process.

Once the property is rezoned to A-1, all uses listed under Section 35-178 are a permitted use.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Medium to High Density Residential.

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to A-1, Agricultural District and R-1, Residential Suburban Subdivision District properties.

RECOMMENDATION

Staff recommends APPROVAL of Case R-22-018, submitted by Robert & Angela Carlberg, are requesting to rezone a total of 10.41 acres located on Reservoir View Drive, in the Staunton River Election District and shown on the Tax Map as GPIN# 1593-88-9579, to allow for placement of an accessory building. While the rezoning would not be consistent with the Comprehensive Plan, the subject property is adjacent to properties currently zoned A-1, Agricultural District, so the rezoning would not be considered Illegal Spot Zoning.

PLANNING COMMISSION OPTIONS:

Attachment: R-22-018 Carlberg App (3280 : Public Hearing: Case R-22-018; Robert and Angela Carlberg)

1. Recommend approval of Case R-22-018 as submitted.
2. Recommend denial of Case R-22-018 as submitted.

ATTACHMENTS:

- A. Application
- B. Maps
- C. Letter of Intent
- D. Executive Summary
- E. Petition
- F. Sign Affidavit
- G. Adjacent Parcel Owners

PITTSYLVANIA COUNTY
APPLICATION FOR REZONING

We, Robert & Angela Carlberg, as owners of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Robert & Angela Carlberg
Address: 340 Reservoir View Drive

2. Location of Property: 340 Reservoir View Drive

Telephone: 434-841-1071

3. Tax Map Numbers: 1593-88-9579

4. Election District: Staunton River

Total Amount: \$343.98 *cash*
Taken By: ESR

5. Size of Properties: 10.41 acres

6. Existing Land Use: Single Family Dwelling

Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: Placement of an accessory building in front yard

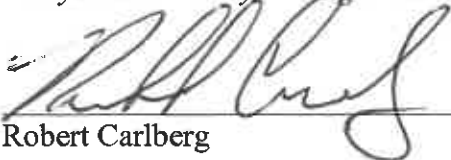
Proposed Zoning: A-1, Agricultural District

8. Are conditions being proffered: Yes X No

9. Check completed items:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Letter of Application | <input type="checkbox"/> Site Development Plan or Waiver | <input checked="" type="checkbox"/> Legal Forms |
| <input type="checkbox"/> 11"x 17" Concept Plan | <input checked="" type="checkbox"/> Application Fee | <input checked="" type="checkbox"/> List of Adjoining Properties |
| <input type="checkbox"/> Plat Map | <input type="checkbox"/> Copy of Deed | <input type="checkbox"/> Copy of Deed Restrictions Or Covenants |

Through application for this permit, the owner authorizes a right-of-entry to the designated personnel of Pittsylvania County for the purpose of site evaluation and monitoring for compliance with the Pittsylvania County Zoning Ordinance.


Robert Carlberg

OFFICE USE ONLY
Application Deadline: 04/28/22
Received By: ESR
B.O.S. Meeting Date: 07/19/22

Application No. R-22-018
P.C. Meeting Date: 06/07/22
Date Received: 4/22/22
Action: _____

Attachment: R-22-018 Carlberg App (3280 : Public Hearing: Case R-22-018; Robert and Angela Carlberg)

**VIRGINIA:
BEFORE THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY**

10.41 acres of land, generally located)
at 340 Reservoir View Drive within the)
Staunton River Election District and)
Recorded as parcel ID # 1593-88-9579,)
on the Pittsylvania County tax records)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

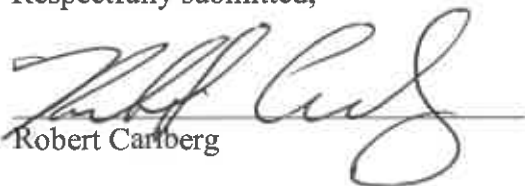
WHEREAS, your Petitioners, Robert & Angela Carlberg , respectfully file this petition pursuant to Sections 35-806 and 35-807 of the Pittsylvania County Zoning Ordinance and in accordance with the Code of Virginia, 1950, as amended, and would respectfully show the following:

- (1) The Petitioners are the Owners of the above-referenced parcel.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as R-1, Residential Suburban Subdivision District.
- (3) Your petitioners now desire to have the property rezoned to A-1, Agricultural District.

WHEREFORE, your Petitioners respectfully request that the Zoning Ordinance of Pittsylvania County be amended and that the above-referenced parcel of land be rezoned as set out in Number 3.

FURTHER, your Petitioners respectfully request that this petition be referred by the Director of Community Development to the Pittsylvania County Planning Commission for its consideration and recommendation.

Respectfully submitted,



Robert Carlberg

Attachment: R-22-018 Carlberg App (3280 : Public Hearing: Case R-22-018; Robert and Angela Carlberg)

May 10, 2022

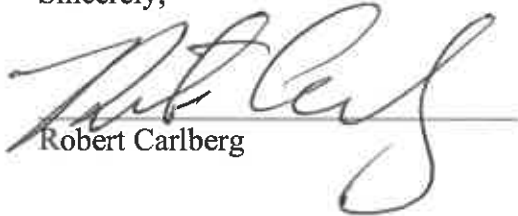
Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

We, Robert & Angela Carlberg, as owners, would like to apply to the Planning Commission/Board of Supervisors to rezone 10.41 acres, GPIN # 1593-88-9579 located at 340 Reservoir View Drive in the Staunton River Election District.

We are requesting to rezone this parcel from R-1, Residential Suburban Subdivision District to A-1, Agricultural District, to allow for placement of an accessory building in the front yard.

Sincerely,



Robert Carlberg

PITTSYLVANIA COUNTY, VIRGINIA

OFFICE OF COMMUNITY DEVELOPMENT
P.O. DRAWER D
Chatham, Virginia 24531
(434) 432-1771

SIGN AFFIDAVIT

Sec. 35-817. POSTING OF PROPERTY - PLANNING COMMISSION HEARING-

At least fourteen (14) days preceding the Commission's public hearing on a zoning map amendment, there shall be erected on the property proposed to be rezoned, a sign or signs provided by the Zoning Administrator indicating the date, time, and place of the public hearing. The sign shall be erected within ten (10) feet of whatever boundary line of such land abuts a public road and shall be so placed as to be clearly visible from the road with the bottom of the sign not less than two and one-half (2 1/2) feet above the ground. If more than one (1) such road abuts the property, then a sign shall be erected in the same manner as above for each such abutting road. If no public road abuts thereon, then signs shall be erected in the same manner as above on at least two (2) boundaries of the property abutting land not owned by the applicant.

Sec. 35-818. POSTING OF PROPERTY - BOARD OF SUPERVISORS HEARING-

When a public hearing has been scheduled before the Board of Supervisors for a Zoning Map amendment, there shall be erected, at least fourteen (14) days preceding such hearing, a sign or signs provided by the Zoning Administrator indicating the date, time and place of the public hearing. Such sign or signs shall be erected in the same manner as prescribed in Section 35-817 above.

Sec. 35-819. MAINTENANCE AND REMOVAL OF SIGNS.

Any sign erected in compliance with this section shall be maintained at all times by the applicant up to the time of the hearing. It shall be unlawful for any person, except the applicant or the Zoning Administrator or an authorized agent of either, to remove or tamper with any sign furnished during the period it is required to be maintained under this Section. All signs erected under this Section shall be removed by the applicant within fourteen (14) days following the public hearing for which it was erected.

I have read and understand Sections 35-817, 35-818, and 35-819 of the Pittsylvania County Zoning Ordinance. I understand it is my responsibility to post, maintain and remove this/these sign or signs, according to Section 35-817, Section 35-818, and 35-819. If this sign is removed or destroyed, I understand it is my responsibility to obtain another sign from the Zoning office, post the property and maintain the sign(s), according to the above Sections of the Pittsylvania County Zoning Ordinance.

Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R-22-018 Applicant [Signature] Date 5-16-22

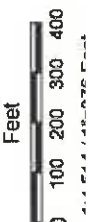
Attachment: R-22-018 Carlberg App (3280 : Public Hearing: Case R-22-018; Robert and Angela Carlberg)

GPIN	ACCOUNT_NAME1	ACCOUNT_ADDR1	ACCOUNT_CSZ
1593-88-3206	MARTIN, PAUL A	8314 WATCHMEN RD	FOUNTAIN, CO 80817
1593-89-3121	TURNER, MICHAEL F ET ALS	540 W WASHINGTON ST	HARPERS FERRY, WV 25425
2504-00-4749	WEYERHAEUSER NR COMPANY	100 PROFESSIONAL CENTER DR	BRUNSWICK, GA 31525
1593-87-2875	WATT, DONALD L JR	2234 HILLANDALE RD	DURHAM, NC 27705
1593-98-6323	PARLIER, BRYAN S	418 OTTERVIEW RD	FOREST, VA 24551
1593-88-9579	CARLBERG, ROBERT W	340 RESERVOIR VIEW DR	PITTSVILLE, VA 24139

CASE R-22-018 ROBERT CARLBURG

Legend

- Assessed Parcels
- Parcels
- Zoning
 - Unknown
 - A-1 = Agricultural District
 - B-1 = Business District, Limited
 - B-2 = Business District, General
 - C-1 = Conservation District
 - DZ = Double Zoned Parcels
 - M-1 = Industrial District, Light
 - M-2 = Industrial District, Heavy
 - Industry
 - MHP = Residential Manuf. Housing
 - Park District
 - R-1 = Residential Suburban
 - Subdivision District
 - RC-1 = Residential Combined
 - Subdivision Distric
 - RE = Residential Estates District
 - RMF = Residential Multi-Family
 - Subdivision Distric
 - RPD = Residential Planned
 - Development District
 - TZ = Town Zoning
 - UK = Unknown
 - County Boundary



Title:

Date: 4/22/2022

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it is.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: County EMS Billing Rates Revisions; (Staff Contact: Chris Key)		
Staff Contact(s):	Chris Key		
Agenda Date:	July 19, 2022	Item Number:	10.B.1
Attachment(s):	07-19-2022 Potential EMS Billing Rate Changes		
Reviewed By:	CH		

SUMMARY:

At the June 21, 2022 Business Meeting, the Board authorized County Staff to advertise a Public Hearing to allow citizen comments prior to enacting the below County EMS Billing Rates revisions:

	<u>Current</u>	<u>Proposed</u>
• Basic Life Support (non-emergent)	\$600	\$600
• Basic Life Support (emergent)	\$600	\$650
• Advanced Life Support (non-emergent)	\$750	\$775
• Advanced Life Support (emergent)	\$750	\$800
• Advanced Life Support II	\$900	\$1000
• Treat/No Transport	\$400	\$400
• Patient Refusal	\$75	\$100
• Mileage	\$16	\$18

This has been duly advertised in the *Chatham Star Tribune* on July 6, 2022 and July 13, 2022.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

Following conducting the legally required Public Hearing, County Staff recommends the Board approve the County's EMS Billing Rates revisions as presented.

MOTION:

"I make a Motion to approve the County's EMS Billing Rates revisions as presented."

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, July 19, 2022, at 7:00 p.m., in the Board Meeting Room, 39 Bank Street SE, Chatham, Virginia 24531, to receive citizen input on potential revisions to Pittsylvania County Code § 11-83(c) involving potential EMS billing rate changes. A full text and related documents/materials are available at the County Administration Building, 1 Center Street, Chatham, Virginia, 24531, on Monday through Friday, 8:00 a.m. to 5:00 p.m., and on the County's website, www.pittsylvaniacountyva.gov.



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Public Hearing: Page Road Property Disposition (Staff Contact: Chris Adcock)		
Staff Contact(s):	Chris Adcock		
Agenda Date:	July 19, 2022	Item Number:	10.B.2
Attachment(s):	07-19-2022 PH Disposition of public property - Page Road Property - Berry Hill Page Road Property supplemental information		
Reviewed By:	VA		

SUMMARY:

In 2021, the County, the City of Danville, Virginia (“Danville”), and the Danville-Pittsylvania Industrial Regional Facility Authority entered a Memorandum of Understanding (“MOU”) regarding the provision of water and sewer service to the Southern Virginia Megasite at Berry Hill (“Megasite”). As a condition of the MOU, Danville is to receive some County-owned infrastructure necessary to serve the Megasite for water and sewer. Since this is a disposition of public property, per the Virginia Code, a Public Hearing is required. As evinced by the attached documentation, this Public Hearing has been duly advertised in the *Chatham Star Tribune* on July 6, 2022, and July 13, 2022. For the Board’s review and consideration, additional related documentation is also attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

Following the legally required related Public Hearing, County Staff recommends the Board approve the transfer of the required County property to Danville.

MOTION:

“I make a Motion of authorize County Staff to prepare the documents necessary for the transfer of the Page Road Pump Station (GPIN 1388-51-3619) from the County to the County and further authorize the Interim County Administrator, or his designee, execute the necessary documents.”

PUBLIC HEARING NOTICE

As required by Virginia Code § 15.2-1800(B), the Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, July 19, 2022, at 7:00 p.m., in the Board Meeting Room, 39 Bank Street SE, Chatham, Virginia 24531, to receive citizen input on the potential disposition of the following parcel of publicly owned real property: Lot numbers 45, 46, and 47, In Block “D,” as shown on a Plan of Westover Hills Extension, Parcel ID 1388-51-3619; located in the Tunstall Magisterial District. A full text and related documents/materials are available at the County Administration Building, 1 Center Street, Chatham, Virginia, 24531, on Monday through Friday, 8:00 a.m. to 5:00 p.m., and on the County’s website, www.pittsylvaniacountyva.gov.

MEMORANDUM OF UNDERSTANDING - MEGASITE

This **MEMORANDUM OF UNDERSTANDING – MEGASITE** (“MOU”) is hereby made and entered, by and among the County of Pittsylvania, Virginia (the “**County**”), the City of Danville, Virginia (the “**City**”), , and the Danville-Pittsylvania Regional Industrial Facility Authority (“**RIFA**”) (singularly the “**Party**,” collectively the “**Parties**”).

A. RECITALS AND PURPOSE:

1. In connection with the formation of RIFA, the City and the County entered into that certain Agreement for Cost Sharing and Revenue Sharing dated October 2, 2001, as amended (the "**Cost/Revenue Sharing Agreement**"). Under Paragraph 6.D of the Cost/Revenue Sharing Agreement, each of the City and the County "will be responsible for the cost of utility installation, separate from this [*Cost/Revenue Sharing*] Agreement, for industrial facilities within its service jurisdiction in accordance with its established policies and procedures and the cost for such utility extensions will not be used to compute any dissolution, described herein."
2. RIFA's Southern Virginia Megasite at Berry Hill ("**MEGASITE**") is located in the County and sits on the northern side of the state border between Virginia and North Carolina.
3. Pittsylvania County’s Public Works Department, under the Virginia Water and Sewer Authorities Act, provides water and sewer service for all areas of the County, outside the towns of Chatham, Hurt and Gretna, Virginia. The County’s contracts with the City, Henry County Public Service Authority, the Town of Chatham and the Town of Hurt to purchase bulk water to serve its customers. The County does not own or operate water or sewer treatment facilities. Although the County's service jurisdiction includes the MEGASITE's location in the County, the County is not obligated to construct or otherwise to install water and sewer infrastructure.
4. The City of Danville and the City of Eden, a municipal corporation in Rockingham County, North Carolina (the "**City of Eden**") entered into (i) that certain Agreement dated July 31 2020 (the "**2020 Eden Water Agreement**"), under which the City of Eden will be the City of Danville’s primary source, but not necessarily the sole source, of potable water for distribution by the City of Danville within the MEGASITE for the term thereunder; and (ii) that certain Agreement dated July 31, 2020 (the "**2020 Eden Wastewater Treatment Agreement**"), under which the City of Eden will be the sole source of wastewater treatment for PCSA's service to the MEGASITE.
5. The purpose of this MOU is to outline in reasonable detail the mutual obligations of the Parties regarding providing water and sewer service in the MEGASITE.

B. COMMENCEMENT/TERMINATION OF THIS MOU:

This MOU shall be in full force and legal effect immediately upon execution by the last Party to the MOU, and shall remain in full force and effect until the sooner to occur of the

following: (i) the MEGASITE is fully served by water and sewer infrastructure as determined by RIFA in a writing delivered to the other Parties; or (ii) RIFA no longer owns any land in the MEGASITE and all local performance agreements concerning the MEGASITE, to which RIFA is a party, has been fully performed, as may be evidenced by a writing from RIFA delivered to the other Parties.

C. TERMS, CONDITIONS, AND OBLIGATIONS:

The Parties to this MOU hereby agree to be fully legally bound in all aspects to the below terms, conditions, and obligations contained in this MOU:

1. RIFA and the County hereby consent and transfer to the City the right and responsibility of (i) utility installation to the MEGASITE as contemplated in Paragraph 6.D in the Cost/Revenue Sharing Agreement and (ii) providing water and sewer service to the MEGASITE (collectively, the “**Project**”).
2. The City shall adhere to all the requirements of the Eden Agreements, unless otherwise agreed to by the City of Eden. The County and the City shall use their good faith efforts to have the County released by the City of Eden from further obligations under the Eden Agreements. Prior to such assignment, County and the City shall endeavor to negotiate amendments to the Eden Agreements that prior to the expiration or nonrenewal of the term of either of the Eden Agreements, the City of Eden would be obligated to give at least two (2) years prior written notice to the City.
3. The City shall only serve water and sewer customers with direct service connections onto the lines the City acquires/constructs leading to and within the MEGASITE unless otherwise approved by the Pittsylvania County Board of Supervisors. Nothing in this MOU shall grant permission, and the Pittsylvania County Board of Supervisors does not grant permission, for the City to extend water and sewer mains off the lines connecting the City and City of Eden’s systems to the MEGASITE in order to serve other areas of the County.
4. Water and sewer service rates within the MEGASITE shall be set by the City Council after recommendation from the Danville Utilities Commission.
5. The City shall serve all water and sewer customers according to the City ordinances and policies that currently exist for all those customers, and as may be amended from time to time by the City Council in its sole discretion, as permitted under applicable law.
6. The City shall receive the benefit of all County and RIFA work products necessary to serve the MEGASITE for water and sewer infrastructure (“**SVM Project Work Products**”), and shall reimburse the County and RIFA for their respective construction, engineering, and related grant-matching costs and contributions. The SVM Project Work Products include without limitation infrastructure already constructed and owned by the County the water in the Project supplied/purchased by the County and infrastructure owned and/or under construction by RIFA. For those portions of the SVM Project Work Products paid in part

or in whole with grants, the City will reimburse the County for the actual local match paid in connection with such grant, instead of the costs expended for that particular SVM Project Work Product. Specifically, some of the SVM Project Work Products were funded by the following Tobacco Region Revitalization Commission grants: #3011, #2641, #1581, and #2198. The local match of the County paid in connection with these grants, which shall be reimbursed by the City under this MOU, totals **\$792,617.93**. For those SVM Project Work Products owned by the County, the City will reimburse the County at their depreciated value as of the date of this MOU. The unpaid balance of the reimbursements under this paragraph shall not accrue interest. Reimbursement payments hereunder by the City shall be made in annual installments of \$200,000.00 each, until paid in full; however, the portion of each such installment to be received by the County and RIFA, respectively, shall be adjusted pro rata, based on each Party's total reimbursement due from the City, relative to the total reimbursement due from the City to all Parties. The first annual reimbursement payment shall be made within ninety (90) days after execution of this MOU.

7. The City will have final approval of the water and wastewater infrastructure design within the MEGASITE. . In such case, The City shall reimburse RIFA and the County for all costs of this work, consistent with Paragraph C.6 above, as the work progresses; however, prior to the commencement of the work, the City, the County and RIFA shall agree upon the specific reimbursement payment schedule.

8. The City, in consultation with RIFA, will determine whether capacity charges are necessary for future recruitment prospects locating in the MEGASITE. The Parties intend for the funds generated from such capacity charges to be used to buy down infrastructure costs within the MEGASITE.

9. If the County uses its Tobacco Commission Southside Allocation to receive grants/loans toward the cost of the Project, a mechanism to pay back that allocation shall be formulated at a future date once the Project produces a positive margin (profit), as determined by the City's Biennial Rate Study.

D. MISCELLANEOUS:

1. **MODIFICATION.** Modifications of the MOU shall be made only by mutual consent of the Parties, by the issuance of a written modification, signed and dated by all Parties, prior to any modifications being made.

2. **PRINCIPAL CONTACTS.**

County:

David M. Smitherman, County Administrator

City:

Kenneth F. Larking, City Manager

RIFA:

Sherman Saunders, Chairman

3. **GOVERNING LAW; VENUE.** This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. If legal action by any Party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in Danville, Virginia. If any ambiguity or question of intent or interpretation arises, this MOU shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this MOU.

4. **MEDIATION.**

(a) Good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by any Party against the other Party or Parties relating to this MOU. The Party initiating mediation hereunder (the "**Initiating Party**") shall give written notice to the other Party (or Parties) (the "**Responding Party**", whether one or more) that the Initiating Party believes that an event of default or impasse under this MOU may have occurred, specifying the circumstances constituting the event of default or impasse. The Responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice. A meeting shall be held within ten (10) business days after the response between the Parties to attempt in good faith to negotiate a resolution of the dispute or impasse.

(b) If the Parties are unable to resolve the dispute through the process in this Paragraph D.4, the Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties to the controversy; however, should the Parties be unable to agree upon a single mediator within five (5) business days of the written response of the Responding Party, the Parties jointly, shall agree upon the selection of a neutral third-party agreed upon by the Parties, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute or impasse. The costs of the mediator and the mediation shall be shared equally by the Parties to the dispute.

Within two (2) business days of selection, the mediator shall be furnished copies of the notice, this MOU, response, and any other documents exchanged by the Parties. The mediator shall conduct mediation at a location to be agreed upon by the Parties or absent such agreement, by the mediator.

If the Parties and the mediator are unable to effect a settlement within thirty (30) days from selection or such other time as the Parties agree, the mediator shall make a written recommendation as to the resolution of the dispute. Each Party, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) business days after receipt. Failure by a Party to give such a writing within such period of time shall be deemed to be a rejection by that Party.

IN WITNESS WHEREOF, the Parties have executed this MEMORANDUM OF UNDERSTANDING – MEGASITE as of the last date written below.

COUNTY OF PITTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia

05 / 14 /2021

By: 
David M. Smitherman
County Administrator

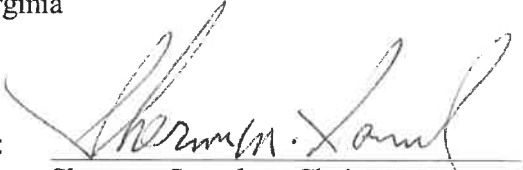
CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation

5 / 24 /2021

By: 
Kenneth F. Larking
City Manager

DANVILLE-PITTSYLVANIA INDUSTRIAL REGIONAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

6 / 14 /2021

By: 
Sherman Saunders, Chairman

Party to give such a writing within such period of time shall be deemed to be a rejection by that Party.

(c) Notwithstanding the preceding subparagraphs of this Paragraph D.4, the Parties reserve the right to file suit or pursue litigation after good faith mediation. The Parties consent to selection of a mediator by any Court shall not constitute consent to jurisdiction of such court or waiver of defenses as to venue or jurisdiction.

5. **LEGAL FEES/COSTS.** At all times under this MOU, each Party shall be responsible for its own legal fees and costs.

6. **NO CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision set forth in this MOU, in no event (including without limitation any termination of this MOU with or without cause) will any Party be liable to the other Party or Parties for any indirect, special or consequential damages whatsoever (including without limitation lost profits), arising out of or relating to this MOU or any Party's performance under this MOU.

7. **SEVERABILITY; HEADINGS.** The invalidity or unenforceability of any particular provision of this MOU shall not affect the other provisions hereof, and this MOU shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The descriptive headings in this MOU are inserted for convenience only and do not constitute a part of this MOU.

8. **NON WAIVER.** No waiver of any term or condition of this MOU by any Party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this MOU.

9. **COUNTERPARTS.** This MOU may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same MOU. This MOU may be delivered by portable document format (*.pdf) and upon such delivery, the .pdf signature shall be deemed to have the same effect as if the original signature had been delivered to the other Party or Parties.

[SIGNATURES ARE ON FOLLOWING PAGE.]

Exhibit A
("Future Southern Connection")

Berry Hill Industrial Park Asset Transfer Valuation

Item	Quantity	Unit	Construction Unit Price (1991)	Total Cost	Pittsylvania County Portion	Percentage life remaining*	Total Owed by City	Water	Sewer
16" ductile iron pipe	14,821	LF	\$ 41.35	\$ 612,848.35	\$ 61,284.84	0.82	50,253.56	50,253.56	
16" Gate Valve Box	7	LF	\$ 4,740.00	\$ 33,180.00	\$ 3,318.00	0.82	2,720.76	2,720.76	
Fire Hydrant Assembly	21	EA	\$ 4,740.00	\$ 99,540.00	\$ 9,954.00	0.82	8,162.28	8,162.28	
30" Steel Casing	90	EA	\$ 165.00	\$ 14,850.00	\$ 1,485.00	0.82	1,217.70	1,217.70	
Air Release Assembly	7	EA	\$ 2,137.00	\$ 14,959.00	\$ 1,495.90	0.82	1,226.64	1,226.64	
Blow Off Assembly	2	EA	\$ 2,700.00	\$ 5,400.00	\$ 540.00	0.82	442.80	442.80	
Page Road Pump Station	1	LS	\$ 146,000.00	\$ 146,000.00		0.44	64,240.00	64,240.00	
Mobilization (16" main)		LF	\$ 80,500.00	\$ 80,500.00	\$ 8,050.00	0.82	6,601.00	6,601.00	
Change Order (16" main)		LF	\$ 116,326.69	\$ 116,326.69	\$ 11,632.67	0.82	9,538.79	9,538.79	
TIF Grant 1581 - <i>County administered</i> Berry Hill Road Industrial Project							\$ 440,959.67	369,121.67	71,838.00
TIF Grant 2198 - <i>County administered</i> Berry Hill - Water Infrastructure Eng & ROW Acq		LS			\$ 98,340.00	0.98	98,340.00	98,340.00	
TIF Grant 2641 - <i>County administered</i> BHMP Phase I Sanitary Sewer		LS			\$ 545,360.00	0.98	\$ 537,886.43		537,886.43
TIF Grant 3011 - RIFA administered Berry Hill Water System Imp Phase II		LS			\$ 112,080.00	0.98	112,080.00 ¹	112,080.00	
(Subtract) MEI Grant-AEP right-of-way					\$ (92,450.00)		(93,250.00) ²	(46,625.00)	(46,625.00)
Total							\$1,240,419.63	\$677,320.20	\$563,099.43

*Percentage life remaining based on an estimated 50-year service life for pipe, pump station and appurtenances.
¹ - County paid all of local match \$112,080 to RIFA
² - This is the County's local share of VEDP MEI match paid by the City which totaled \$186,500

Attachment: Page Road Property supplemental information (3276 : Public Hearing: Page Road Property

July 06, 2022

Parcel ID: 1388-51-3619
Account Number: 161E0-01-0D-0047-0
Property Address: N/A



General Information

Owner Name:	BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY VA
Owner Address:	1 CENTER ST CHATHAM, VA 24531
Property Description:	WESTOVER HILLS EXT SUBD LOTS 45-47 BL D .39 AC DB767-156 MAP DB359-594
Use Description:	N/A
Total Acreage:	0
Square Footage:	N/A
Zoning Description:	RC-1 RESIDENTIAL COMBINED SUBDIVISION DISTRICT

Township Description:	01 TUNSTALL MAGISTERIAL DISTRICT
Neighborhood Description:	100 0%
Map Sheet:	N/A
Current Owner Deed Book/Page:	LR21/03964
Deed Date:	6/23/2021
General Remarks:	N/A
Previous Sold Price:	\$

Building Details

Year Built:	N/A
Effective Year Built:	N/A
Number of Stoies :	N/A
Building Area:	N/A
Building Class:	N/A
Building Description:	N/A
Building Remarks:	N/A
Building Grade Factor:	N/A
Building Grade Amount:	N/A

Interior

Basement Area:	N/A
Basement Finished Percentage:	N/A
Main Attic - Finished Area SqFt:	N/A
Main Attic - Unfinished Area SqFt:	N/A
Attic Area:	N/A
Attic Finished Percentage:	N/A
Number of Rooms:	N/A
Number of Bedrooms:	N/A
Full Baths:	N/A
Half Bath:	N/A
Fireplace:	N/A
Chimneys:	N/A
Floor Description:	N/A
Interior Description:	N/A

DISCLAIMER: This data is provided without warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Any person, firm or corporation which uses this map or any of the enclosed information assumes all risk for the inaccuracy thereof, as Pittsylvania County expressly disclaims any liability for loss or damage arising from the use of said information by any third party.

Exterior

Condition Description:	<i>N/A</i>
Road Description:	02 GRAVEL
Found Description:	<i>N/A</i>
Structure Description:	<i>N/A</i>
Style Description:	<i>N/A</i>
Exterior Wall Description:	<i>N/A</i>
Roof Description:	<i>N/A</i>

Utilities

Fuel Description:	<i>N/A</i>
Heat Description:	<i>N/A</i>
Air Description:	<i>N/A</i>
Fire Description:	<i>N/A</i>
Main Heating Area SqFt:	<i>N/A</i>
Main Air Conditioned Area SqFt:	<i>N/A</i>
Main Fire Place Area SqFt:	<i>N/A</i>

Assessments Information

Last Appraiser:	<i>N/A</i>
Last Appraised Date:	<i>N/A</i>
Building Undepreciated Value:	<i>N/A</i>
Building Physical:	<i>N/A</i>
Active Building Value:	<i>N/A</i>
Building Subtotal:	<i>N/A</i>
Total Land Value:	\$10,000
Total Building Value:	\$21,900

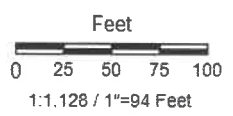
Total Market Value:	\$31,900
Total Use Deferment:	0
Total Net Value:	\$31,900
Previous Land Value:	\$10,000
Previous Building Value:	\$21,900
Previous Use Deferment:	\$
Previous Net Value:	\$31,900
Total Improvement:	\$21,900

Attachment: Page Road Property supplemental information (3276 : Public Hearing: Page Road Property Disposition (Staff Contact: Chris

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Legend

- Assessed Parcels
- Parcels
- County Boundary



Title: 1388-51-3619

Date: 7/6/2022

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Pittsylvania County is not responsible for its accuracy or how current it may be.

Attachment: Page Road Property supplemental information (3276 : Public Hearing: Page Road Property

Deed prepared by:

J. Vaden Hunt, Esq.

1 Center Street

Chatham, Virginia 34531

VSB#65574

Tax Map ID: 1388-51-3619

Grantee:

1 Center Street

Post Office Box 426

Chatham, Virginia 24531

Title Insurance: Unknown

DEED

This Deed, dated this _____ day of _____, 2022, by and between the BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, and the CITY OF DANVILLE, P.O. Box 3300, Danville, Virginia 24543, a municipal corporation chartered under the laws of the Commonwealth of Virginia, Grantee.

WITNESSETH:

That for no monetary consideration, Grantor does hereby grant, give, and convey, with General Warranty and English Covenants of Title unto Grantee all of that certain lot, tract, or parcel of land, with improvements thereon and appurtenances thereunto belonging (“Property”), situate in Pittsylvania County, Virginia, and more particularly described as follows:

LOTS NOS. 45, 46 and 47, IN BLOCK “D”, as shown on a Plan of Westover Hills Extension, dated March 24, 1955, made by E. L. Culbreth, Surveyor, and recorded in the Clerk’s Office of the Circuit Court of Pittsylvania County, Virginia, in Deed Book 359, at page 594, more specifically described as follows: BEGINNING at a point on the southern side of Page Road at the dividing line between Lots Nos. 44 and 45, in Block “D”, as shown on the aforesaid map; thence east along the southern side of Page Road 70 feet, more or less, to a point at the dividing line between Lots Nos. 47 and 55, as shown on said map; thence southeast along the eastern line of Lot No. 47, 220 feet, more or less, to a point on the rear line of Lot No. 38, in Block “E”, as shown on said map; thence west along the rear line of Lot No. 38, in Block “E”, 15 feet, more or less, to a point on the eastern line of the Reagan cemetery lot; thence north along the eastern side of the Reagan cemetery lot 40 feet, more or less, to the northeast corner of said Reagan cemetery lot; thence west along the northern side of the Reagan cemetery lot 90 feet to a point at the dividing line between Lots Nos. 44 and 45, in Block “D”, as shown on said map; thence north along the dividing line between Lots Nos. 44 and 45, in Block “D”, 160 feet to the point and place of beginning, and being, in fact, the same property conveyed to the Pittsylvania County Board of Supervisors of Pittsylvania County, Virginia, and recorded at LR210003964 in the aforesaid Clerk’s Office, to which plat and deed reference is hereby made for a more particular description of said property.

This conveyance is made subject to all easements, conditions, restrictions and agreements of record and affecting said property.

Attachment: Page Road Property supplemental information (3276 : Public Hearing: Page Road Property Disposition (Staff Contact: Chris

In compliance with Virginia Code §15.2-1803, this Deed, and the conveyance of the Property described above, have been accepted by Grantee, pursuant to a Resolution of the Board of Supervisors of Pittsylvania County, Virginia, duly adopted at a meeting of said Board held on the 21st day of June, 2022. A copy of said Resolution is attached to this Deed as Exhibit "A." Further, acceptance of this Deed and the conveyance of the Property described above to Grantee, is evidenced, below, by the execution of this Deed on behalf of said Board by the Grantee's undersigned duly authorized official.

Witness the following signatures and seals:

GRANTOR:

BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY, VIRGINIA

By: _____
WILLIAM "VIC" INGRAM, Chairman

COMMONWEALTH OF VIRGINIA
COUNTY OF PITTSYLVANIA, to-wit:

The foregoing Deed was acknowledged before me this _____ day of _____, 2022, by William "Vic" Ingram, acting in his capacity as Chairman of the Board of Supervisors of Pittsylvania County, Virginia, on behalf of said Board.

My Commission expires: _____

Notary's Registration No. _____

Notary Public

APPROVED AS TO FORM

By: _____
J. Vaden Hunt, Esq.
Pittsylvania County Attorney

Attachment: Page Road Property supplemental information (3276 : Public Hearing: Page Road Property Disposition (Staff Contact: Chris

GRANTEE:

CITY OF DANVILLE, a Virginia municipal corporation

By: _____
KENNETH F. LARKING, City Manager

COMMONWEALTH OF VIRGINIA
CITY OF DANVILLE, to-wit:

The foregoing Deed was acknowledged before me this _____ day of _____, 2022,
by Kenneth F. Larking, acting in his capacity as City Manager for the City of Danville, Virginia,
on behalf of said City.

My Commission expires: _____

Notary's Registration No. _____

Notary Public

APPROVED AS TO FORM

By: _____
W. Clarke Whitfield, Jr., Esq.
City of Danville Attorney

Attachment: Page Road Property supplemental information (3276 : Public Hearing: Page Road Property Disposition (Staff Contact: Chris



Board of Supervisors
EXECUTIVE SUMMARY

ACTION ITEM

Agenda Title:	Resolution # 2022-07-03 (Supporting Naming the Business U.S. 29 North Bridge in Pittsylvania County, Virginia, Banister District, the “Deputy Sheriff J. Holland Thomas, Sr., Memorial Bridge”) Adoption (Chairman Ingram)		
Staff Contact(s):	Chairman Ingram		
Agenda Date:	July 19, 2022	Item Number:	12.a
Attachment(s):	2022-07-03 Supporting Naming the Business U.S. 29 North Bridge in Pittsylvania County Virginia Banister District the Deputy Sheriff J. Holland Thomas Sr.		
Reviewed By:	<i>VIH</i>		

SUMMARY:

The Board is committed to recognizing and celebrating the County’s historical heritage and contributions made thereto by its citizens. Virginia Code § 33.2-213 authorizes the Commonwealth Transportation Board to give suitable names to state highways, bridges, interchanges, and other transportation facilities and change the names of any highways and bridges, interchanges, or other transportation facilities forming a part of the systems of State highways. Chairman Ingram desires to name the Business U.S. Highway 29 North Bridge in Pittsylvania County, Virginia, Banister District the “Deputy Sheriff J. Holland Thomas, Sr., Memorial Bridge.” For the Board’s review and consideration, attached is Resolution # 2022-07-03, supporting the same.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

For the Board’s review and consideration.

MOTION:

For the Board’s review and consideration.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2022-07-03**

**SUPPORT FOR NAMING THE BUSINESS U.S. HIGHWAY 29 NORTH BRIDGE IN
PITTSYLVANIA COUNTY, VIRGINIA, BANISTER DISTRICT, THE “DEPUTY
SHERIFF J. HOLLAND THOMAS, SR., MEMORIAL BRIDGE”**

VIRGINIA: At the Pittsylvania County Board of Supervisors’ (“Board”) Business Meeting on July 19, 2022, the following Resolution was presented and adopted:

WHEREAS, the Board is committed to recognizing and celebrating the County’s historical heritage and contributions made thereto by its citizens; and

WHEREAS, Deputy Sheriff J. Holland Thomas, Sr., (“Thomas”), was a Pittsylvania County Deputy who was killed in the line of duty while serving County citizens; and

WHEREAS, on October 8, 1952, while attempting to arrest a man wanted for killing his employer, who supposedly owed him \$18, Thomas received gunfire from a 12-gauge shotgun blast to his chest and abdomen area; and

WHEREAS, Thomas was taken to Danville Memorial Hospital where he underwent several surgeries to have the pellets removed; and

WHEREAS, doctors were able to remove most of the pellets, but were unable to remove some from the abdomen, and Thomas was released from the hospital two (2) weeks later and returned home; and

WHEREAS, Deputy Thomas never fully recovered and was forced to retire from the Sheriff’s Office; and

WHEREAS, in March 1956, one (1) of the pellets caused an infection and internal bleeding that led to his death; and

WHEREAS, Thomas had been in law enforcement for thirty-three (33) years and was survived by his wife, two (2) sons, two (2) daughters, seven (7) grandchildren, and three (3) sisters; and

WHEREAS, Law Enforcement Officers save countless lives by protecting County and Virginia citizens through rigorous law enforcement and patrolling of State and County roadways; and every day, they brave ever present danger to assist a stranded motorist, to investigate gun, drug, and human trafficking, to stop public corruption, to bring closure to devastated families, and to stop dangerous driving and dangerous individuals; and

WHEREAS, Thomas is an example of the dedication of County Sheriff’s Office, and it’s fitting that the Board remember his ultimate sacrifice; and

WHEREAS, § 33.2-213, Code of Virginia, 1950, as amended, authorizes the Commonwealth Transportation Board (“CTB”) to give suitable names to state highways, bridges, interchanges, and other transportation facilities, and change the names of any highways and bridges, interchanges, or other transportation facilities forming a part of the systems of state highways; and

WHEREAS, the same Virginia Code Section further provides that the Virginia Department of Transportation (“VDOT”) shall place and maintain appropriate signs indicating the names of highways, bridges, interchanges, and other transportation facilities named by the CTB.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board fully and enthusiastically supports the naming of the Business U.S. Highway 29 North Bridge in Pittsylvania County, Virginia, Banister District, the location of said bridge depicted in more detail on the map attached hereto and made a part fully hereof, as the “Deputy Sheriff J. Holland Thomas, Sr., Memorial Bridge”; and

BE IT FINALLY RESOLVED that a copy of this Resolution be forwarded to the Thomas family, appropriate local VDOT officials, and the CTB for consideration.

Given under my hand this 19th day of July, 2022.

William V. (“Vic”) Ingram (Chairman)
Pittsylvania County Board of Supervisors

Clarence C. Monday (Clerk)
Pittsylvania County Board of Supervisors

Approved as to Form:

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

Attachment: 2022-07-03 Supporting Naming the Business U.S. 29 North Bridge in Pittsylvania County Virginia Banister District the Deputy



Attachment: 2022-07-03 Supporting Naming the Business U.S. 29 North Bridge in Pittsylvania County Virginia Banister District the Deputy