



**BOARD OF SUPERVISORS
BUSINESS MEETING
Tuesday, May 16, 2023 - 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. Board Meeting Minutes Approval (Staff Contact: Kaylyn McCluster)
 - b. County's 2023 April Bill List Approval (Staff Contact: Kim VanDerHyde)
 - c. DPCS Drug Treatment Court MOU Approval (Staff Contact: Kim VanDerHyde)
 - d. FY2023 Budget Amendments-Variou (Staff Contact: Kim VanDerHyde)
 - e. Jail Medical Services Contract Award Approval (Staff Contact: Connie Gibson)
 - f. Resolution # 2023-05-01 (VDOT Six (6)-Year Plan Approval) Adoption (Staff Contact: Kaylyn McCluster)
 - g. DRBDC Lease Renewal Approval (Staff Contact: Vaden Hunt)
 - h. Moseley Architects Jail Agreement Amendment # 2 Execution Approval (Staff Contact: Dave Arnold)
 - i. Chatham Hall/Chatham Community Center Lease Approval (Staff Contact: Justin Price)
 - j. Appointment: Planning Commission (Dan River District); (Justin Brown) (Staff Contact: Tim Chesher)

- k. Appointment: Dan River Business Development Center Board of Directors (Supervisor Dudley) (Staff Contact: Darrell Dalton)
- l. Reappointment: Danville Community College Advisory Board (Ann Cassada) (Staff Contact: Board of Supervisors)
- m. Resolution # 2023-05-02 (Honoring Timothy W. Chesher) Adoption (Staff Contact: Kaylyn McCluster)

8. PRESENTATIONS

- a. General Presentations (Board of Supervisors); (if any)

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. **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. FY 24 School Budget Public Hearing (Staff Contact: Kim VanDerHyde)
- 2. FY 24 County Budget Public Hearing (Staff Contact: Kim VanDerHyde)

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- a. Resolution # 2023-05-03 (Writ of Special Election Petition/Order Filing Approval) Adoption (Staff Contact: Vaden Hunt)

13. MATTERS FROM WORK SESSION (IF ANY)

14. BOARD MEMBER REPORTS

15. COUNTY ADMINISTRATOR REPORTS

16. ADJOURNMENT

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

| | | | | | | | | | | | |
|--------------------------|---|---------------------|------|----|---|----|---------------------------------|----|-------------------------------------|----|---|
| Agenda Title: | Board Meeting Minutes Approval | | | | | | | | | | |
| Staff Contact(s): | Kaylyn McCluster | | | | | | | | | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.a. | | | | | | | | |
| Attachment(s): | <table border="1"> <tr> <td>1.</td> <td>04-12-2023 Joint Meeting - Planning and BZA - DRAFT</td> </tr> <tr> <td>2.</td> <td>04-18-2023 Work Session - DRAFT</td> </tr> <tr> <td>3.</td> <td>04-18-2023 Business Meeting - DRAFT</td> </tr> <tr> <td>4.</td> <td>04-26-2023 Special Called Meeting Budget Presentation - DRAFT</td> </tr> </table> | | | 1. | 04-12-2023 Joint Meeting - Planning and BZA - DRAFT | 2. | 04-18-2023 Work Session - DRAFT | 3. | 04-18-2023 Business Meeting - DRAFT | 4. | 04-26-2023 Special Called Meeting Budget Presentation - DRAFT |
| 1. | 04-12-2023 Joint Meeting - Planning and BZA - DRAFT | | | | | | | | | | |
| 2. | 04-18-2023 Work Session - DRAFT | | | | | | | | | | |
| 3. | 04-18-2023 Business Meeting - DRAFT | | | | | | | | | | |
| 4. | 04-26-2023 Special Called Meeting Budget Presentation - DRAFT | | | | | | | | | | |
| Reviewed By: | JVH | | | | | | | | | | |

SUMMARY:

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

- (1) 4/12/2023 (Joint Meeting with Planning Commission and BZA);
- (2) 4/18/2023 (Work Session);
- (3) 4/18/2023 (Business Meeting); and
- (4) 4/26/2023 (Special Called Meeting - Budget Presentation).

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 adopting the Board Meeting Minutes as attached and presented."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
JOINT MEETING WITH PLANNING COMMISSION AND BOARD OF
ZONING APPEALS

April 12, 2023

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Joint Meeting was held on April 12, 2023, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (5:30 PM)

Dalton called the Meeting to Order at 5:30 PM.

ROLL CALL

The following Members were present:

| Attendee Name | Title | Status |
|---------------------------|---|---------------|
| Darrell Dalton | Chairman - Callands-Gretna District | Present |
| Timothy W. Dudley | Vice Chairman - Staunton River District | Present |
| William V. ("Vic") Ingram | Supervisor - Tunstall District | Present |
| Ronald S. Searce | Supervisor - Westover District | Present |
| Robert M. Tucker, Jr | Supervisor - Banister District | Present |
| Robert ("Bob") W. Warren | Supervisor - Chatham-Blairs District | Present |

The following Planning Commission Members were present:

Gary Oakes
Richard Waters
Fred Webb
No quorum present.

The following Board of Zoning Appeals Members were present:

Joseph Craddock
Ann Deering
Allan Easley
No quorum present.

APPROVAL OF AGENDA

Motion to approve Agenda.

| | |
|------------------|---|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Tucker |
| SECONDER: | Searce |
| AYES: | Dalton, Dudley, Ingram, Searce, Tucker Jr, Warren |

PRESENTATIONS

a. **Zoning Ordinance Update Presentation (Staff Contact: Emily S. Ragsdale);
(Presenter: The Berkley Group)**

Caroline Vanterve, Planner, The Berkley Group, reviewed the County's Zoning Ordinance Update with the Board, Planning Commission, and the Board of Zoning Appeals. Her presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

ADJOURNMENT

Dalton adjourned the Meeting at 6:21 PM.

Darrell W. Dalton, Chairman
Pittsylvania County Board of Supervisors

Stuart J. Turille, Jr., Clerk
Pittsylvania County Board of Supervisors

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'
WORK SESSION
April 18, 2023

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Work Session was held on April 18, 2023, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (4:30 PM)

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

ROLL CALL

The following Board Members were present:

Darrell W. Dalton - Chairman, Callands-Gretna District
Timothy W. Dudley - Vice-Chairman, Staunton River District
Timothy W. Chesher - Dan River District
William V. ("Vic") Ingram - Tunstall District
Ronald S. Searce - Westover District
Robert M. Tucker, Jr. - Banister District
Robert ("Bob") W. Warren - Chatham-Blairs District

AGENDA ITEMS TO BE ADDED

Motion to add an Economic Development Closed Session to the Agenda as item 13b:

Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

(1) Legal Authority: Virginia Code § 2.2-3711(A)(5)
Subject Matters: Unannounced Prospective Businesses/Industries
Purpose: General Economic Development Project Update/Discussion on the Same

RESULT: 7-0 (Approved)
MOVER: Dudley
SECONDER: Tucker
AYES: Dalton, Tucker, Warren, Searce, Chesher, Dudley, Ingram
NAYS: None
ABSTAIN: None

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT: 7-0 (Approved)
MOVER: Ingram
SECONDER: Chesher
AYES: Dalton, Tucker, Warren, Searce, Chesher, Dudley, Ingram

NAYS: None

ABSTAIN: None

PRESENTATIONS

a. Off Season Information Presentation

Delilah White, Executive Director of Off Season, was present to give a presentation on the purpose and mission of the Off-Season Program for the City and the County. Her full presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

b. Introduction/Gretna Library Construction Update

Rhonda Griffin, Pittsylvania County Library Director, introduced herself to the Board and provided an update on the Gretna Library construction. Her presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

STAFF, COMMITTEE, AND/OR CONSTITUTIONAL OFFICER REPORTS

a. Budget Update

Van Der Hyde provided a brief update and stated there is still no State budget, and it probably will not be adopted until June. The State's "Skinny" Budget has been approved and the schools are in the process of reviewing the information. Van Der Hyde recommended the Board move forward with the County's Budget. She also presented the new Budget Calendar as follows:

- April 26, 2023: (4:00 PM) FY24 Proposed County Budget Presentation and Budget advertisement approval;
- May 3, 2023: Budget advertised;
- May 16, 2023: (7:00 PM) Proposed FY2024 School Budget and FY2024 Full County Budget Public Hearings; and
- May 23, 2023 (4:00 PM) FY2024 School Budget and Full County Budget Approvals.

b. CSA/CPMT Audit Review

Cheryl J. Boswell, CSA Coordinator, presented the Children's Services Act 2020 Program Audit Report to the Board. Her presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

c. Sycamore Creek Fish Stocking Discussion

Justin G. Price, Parks and Recreation Director, discussed with the Board the potential stocking of Sycamore Creek with fish for a future County youth fishing day. County Parks and Recreation currently does not have a sponsor for fishing opportunities, but Board Members have requested further research into the feasibility of this Program. He stated that Sycamore Creek does not meet the requirements for it to be stocked by the State. However, it is possible for the County to do this on its own through private hatcheries, but there are associated costs. Price's full Presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

CLOSED SESSION

Motion to enter Closed Session.

The Board entered Closed Session at 4:58 PM.

RESULT: 7-0 (Approved)

MOVER: Dudley

SECONDER: Ingram
AYES: Dalton, Tucker, Warren, Searce, Chesher, Dudley, Ingram
NAYS: None
ABSTAIN: None

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.

(1) Legal Authority: Virginia Code § 2.2-3711(A)(3)
Subject Matters: Property Acquisition for Public Purposes
Purpose: Review/Discussion Regarding the Same

b. Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

(1) Legal Authority: Virginia Code § 2.2-3711(A)(5)
Subject Matters: Unannounced Prospective Businesses/Industries
Purpose: General Economic Development Project Update/Discussion on the Same

RETURN TO OPEN SESSION & CLOSED SESSION CERTIFICATION

The Board returned to Open Session at 6:55 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 April 18, 2023, 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 |
| William V. ("Vic") Ingram | Yes |
| Ronald S. Searce | Yes |
| Robert M. Tucker, Jr. | Yes |
| Robert ("Bob") W. Warren | Yes |
| Timothy W. Dudley | Yes |
| Darrell W. Dalton | Yes |

ADJOURNMENT

Dalton adjourned the Meeting at 6:56 PM.

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS BUSINESS'
MEETING
April 18, 2023

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Business Meeting was held on April 18, 2023, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (7:00 PM)

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

ROLL CALL

The following Board Members were present:

Darrell W. Dalton - Chairman, Callands-Gretna District;
Timothy W. Dudley - Vice-Chairman, Staunton River District;
Timothy W. Chesher - Dan River District;
William V. ("Vic") Ingram - Tunstall District;
Ronald S. Scarce - Westover District;
Robert M. Tucker, Jr. - Banister District; and
Robert ("Bob") W. Warren - Chatham-Blairs District.

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT: 7-0 (Approve)
MOVER: Tucker
SECONDER: Dudley
AYES: Dalton, Tucker, Warren, Scarce, Chesher, Dudley, Ingram
NAYS: None
ABSTAIN: None

CONSENT AGENDA

Motion to approve Consent Agenda.

RESULT: **APPROVE**
MOVER: Chesher
SECONDER: Ingram
AYES: Dalton, Tucker, Warren, Scarce, Chesher, Dudley, Ingram
NAYS: None
ABSTAIN: None

- a. Board Meeting Minutes Approval
- b. Board Bylaws Revisions Approval
- c. National County Government Month Proclamation Adoption
- d. VDOT Temporary Construction Easement Approval (R & L Smith Drive/U.S. Route 1718)
- e. County's 2023 March Bill List Approval
- f. Lawn Care Maintenance Contract Award Approval
- g. Front Load Boxes Hauling Contract Award Approval
- h. County Facility Generators Contract Award Approval

- i. Appointment: TLAC (County Citizen Representative); (Emily S. Ragsdale)
- j. Willie Thompson, Sr. (Honoring 100th Birthday) Certificate Approval
- k. Appointment: IDA (Westover District); (Jenny Holly)
- l. Resolution # 2023-04-01 (Honoring the Life of Apostle Lawrence G. Campbell, Sr.) Adoption (Contact: Supervisor Tucker)
- m. Certificate of Recognition (Sharon Baptist Church 150 Year Anniversary) Approval Supervisor Ingram)
- n. National Police Week Proclamation Approval
- o. National EMS Week Proclamation Approval
- p. National Teacher Appreciation Week Proclamation Approval
- q. National Public Safety Telecommunicators Week Proclamation Approval
- r. National Animal Care and Control Appreciation Week Proclamation Approval
- s. National Nurses' Appreciation Week Proclamation Approval
- t. National Law Day Proclamation Approval

PRESENTATIONS

Members from Sharon Baptist Church, Sheriff Taylor, Chris Key, and Willie Thompson, Sr., and his family were present to accept Certificates and Proclamations that were approved under the Consent Agenda. Tucker also read Resolution #2023-04-001 honoring the life of Apostle Lawrence G. Campbell, Sr.

HEARING OF THE CITIZENS

Angie Reece Harris, Dan River District, introduced herself to the Board as she is running for Pittsylvania County Clerk of Court in the November 2023 Election. She is a proud County employee and has been for fifteen (15) years. She currently works alongside the Circuit Court Judge, the Honorable Stacey Moreau, and has worked for numerous Judges over her years.

Kell Stone, Banister District, spoke about the opening statement regarding the Hearing of the Citizens and he shared his concerns about speakers calling others out during their time. He stated if the rules state otherwise, those rules should be followed. He also shared that as we approach April 20, to please remember that day from 1999. It was when the Columbine shooting took place. He stated since then, there have been 377 school shootings and it is time for us to have conversations to address this issue and make our schools safer.

PUBLIC HEARINGS

Rezoning Public Hearings

1. **Public Hearing: Case R-23-009 Herbert Daniel Lanier; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District; The Planning Commission recommended, by an 8-0 vote, with no opposition, that the Petitioner's request be granted (Supervisor Dudley).**

In Case R-23-009, Herbert Daniel Lanier (“Petitioner”) has petitioned to rezone three (3) parcels, totaling 1.84 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow the properties to be consolidated with an adjacent parcel zoned A-1). The subject properties are located on State Road 668/Grit Road and State Road 640/Wards Road in the Staunton River Election District and shown on the Tax Maps GPIN # 2565-30-9373, 2565-40-0348, and 2565-40-1430. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On March 7, 2023, the Planning Commission recommended, by a 8-0 vote,

with no opposition, that the Petitioners' request be granted.

Dalton opened the Public Hearing at 7:30 PM. Lanier was present to represent the Petition. No one signed up to speak and Dalton closed the Public Hearing at 7:30 PM.

Motion to approve the rezoning of three (3) parcels, totalling 1.84 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow property lines to be adjusted.

RESULT: 7-0 (Approve)
MOVER: Dudley
SECONDER: Warren
AYES: Dalton, Tucker, Warren, Scearce, Chesher, Dudley, Ingram
NAYS: None
ABSTAIN: None

Other Public Hearings

PCC § 35-87(B) (Temporary Camping) Revisions

To ensure that the County's Zoning Ordinance promotes the general welfare of County citizens, County Community Development Staff was instructed to draft proposed Ordinance revisions to potentially allow recreational vehicles to be used as temporary dwellings in specific situations that result in the primary dwelling being rendered uninhabitable by the County Code Official, if certain conditions are met. The Legislative Committee met on March 7, 2023, and voted to send the revisions to the full Board for approval. These revisions were properly advertised in the Chatham Star Tribune on April 5, 2023, and April 12, 2023.

Dalton opened the Public Hearing at 7:34 PM. No one signed up to speak and Dalton closed the Public Hearing at 7:34 PM.

Motion to approve the revisions to PCC § 35-87 as attached and presented.

RESULT: 7-0 (Approve)
MOVER: Chesher
SECONDER: Ingram
AYES: Dalton, Tucker, Warren, Scearce, Chesher, Dudley, Ingram
NAYS: None
ABSTAIN: None

VDOT Rural Rustics Program (6-Year Plan)

Jay Craddock, VDOT Assistant Resident Engineer, was present to facilitate the Public Hearing and answer any questions the Board had.

Dalton opened the Public Hearing at 7:39 PM. No one signed up to speak and Dalton closed the Public Hearing at 7:39 PM.

RESULT: 7-0 (Approve)
MOVER: Warren
SECONDER: Tucker

AYES: Dalton, Tucker, Warren, Searce, Chesher, Dudley, Ingram
NAYS: None
ABSTAIN: None

NEW BUSINESS

Appointment: FRC (Northeast Quadrant Appointee) Appointment Approval

Chris Key, Director of Public Safety, stated that John Brown (“Brown”) was the Fire and Rescue Commission's ("FRC") Northeast Quadrant Representative, and his term expired on March 15, 2023. Coleman Mayhew ("Mayhew") was the FRC's Staunton River District Representative, and his term also expired on March 15, 2023. Brown and Mayhew have both submitted their interest forms (attached) for consideration as the Board's FRC's Northeast Quadrant Representative, for a four (4)-year term.

Motion by Ingram to reappoint both applicants to their respective positions they held when first being appointed to the FRC. He stated he sent an email to the Board and stated that looking at the Ordinance and how it is written and the verbiage, there's no problem with grandfathering these two (2) gentlemen in those positions to prevent losing either Member.

Tucker stated that reappointing both individuals sets a very dangerous precedent, because there are other Commissions and Boards where this could pop up again and possibly pose this same issue. After much discussion and no second to Ingram's Motion, another Motion was made.

Motion by Dudley, second by Tucker, to appoint Mayhew from the Northeast Quadrant to the FRC.

Ingram made a countermotion to reappoint both gentlemen. Motion died for lack of second and returned to Dudley's Motion to appoint Mayhew from the Northeast Quadrant to the FRC.

RESULT: 5-2 (Approve)
MOVER: Dudley
SECONDER: Tucker
AYES: Tucker, Warren, Searce, Chesher, Dudley
NAYS: Dalton, Ingram
ABSTAIN: None

BOARD MEMBER REPORTS

- Chesher thanked everyone for being in attendance and he also thanked all for the kind words during the passing of his daughter-in-law. Finally, he stated that his cancer has returned and doctors plan to perform more procedures and asked for everyone's prayers as he faces this battle once again.
- Ingram thanked Karen Johnston for her commitment to the 14th Annual Bridge-to-Bridge for cancer patients and stated they raised over \$64,000 in proceeds this year. He also stated to remember dispatchers for National Public Safety Telecommunicators Week, and stated that Pam Holley, County 911 Dispatcher, is soon to retire after twenty-two (22) years of service. Finally, he thanked Animal Services employees and Law Enforcement Officers and

to remember those who have lost their lives while serving.

- Tucker thanked County Staff for handling the Meetings as we transition to the new Agenda Software, and he also thanked Bumper for handling the glitches as they come up. He spoke to the citizens and stated, although it may look as there is contention between Board Members, at the end of the day, the Board only wants what is best for the County.
- Dudley thanked Dalton for the great job he does. He stated his father just turned ninety (90) on March 15th. He also mentioned the passing of Charles Stanley, and stated that Cinco de Mayo is approaching, and is also the same day that he will celebrate being married for twenty-two (22) years. Finally, he requested continued prayers for Chesher and his family, and for Scarce as well, as his cancer has returned.
- Warren thanked Tucker for his comments and stated the Board will not always agree, but mostly it is unanimous in its decision. He gave a follow up from the Work Session about the Finance Committee (“FC”) and stated the FC did everything to try not to increase taxes this year. He stated, as the FC’s Chair, he met with Tucker for the Budget Meetings since he had never been exposed to the Budget, but he has vast experience with finances, and he thanked Tucker for his professional expertise. There were no meetings held with more than two (2) Members and two (2) County Staff Members present. He requested everyone remember Stanley’s family and requested prayers for Scarce and Chesher.
- Dalton thanked everyone for coming and thanked County Staff for the hard work they do. He asked for everyone to keep Chesher, his son, and his family in thoughts and prayers, as well as Scarce. He thanked the Board for their hard work as well.

COUNTY ADMINISTRATOR REPORTS

Turille updated the Board on what he’s been doing since his hiring.

ADJOURNMENT

Dalton adjourned the Meeting at 8:26 PM.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS’
SPECIAL CALLED MEETING – BUDGET PRESENTATION**

April 26, 2023

VIRGINIA: The Pittsylvania County Board of Supervisors’ (“Board”) Special Called Meeting was held on April 26, 2023, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (4:00 PM)

Dalton called the Meeting to Order at 4:00 PM.

ROLL CALL

The following Members were present:

| Attendee Name | Title | Status |
|--------------------------|---|---------------|
| Darrell Dalton | Chairman - Callands-Gretna District | Present |
| Timothy W. Dudley | Vice Chairman - Staunton River District | Present |
| Timothy W. Chesher | Supervisor – Dan River District | Present |
| Ronald S. Searce | Supervisor - Westover District | Present |
| Robert M. Tucker, Jr. | Supervisor - Banister District | Present |
| Robert ("Bob") W. Warren | Supervisor - Chatham-Blairs District | Present |

APPROVAL OF AGENDA

Motion to approve Agenda.

| | |
|------------------|---|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Dudley |
| SECONDER: | Warren |
| AYES: | Dalton, Dudley, Chesher, Searce, Tucker, Warren |

NEW BUSINESS

a. FY 2024 Budget Presentation

Van Der Hyde presented the Board the County’s FY 24 Budget. She recapped FY 23 economic development highlights. Van Der Hyde also highlighted the Broadband Initiative groundbreaking, water and sewer improvements, solid Waste improvements, and the County Schools' 1% sales tax Referendum. Finally, she stated there are no tax rate increases in the proposed County Budget. Van Der Hyde’s full Presentation can be found on the County’s website at www.pittsylvaniacountyva.gov.

**a. FY 24 COUNTY BUDGET PUBLIC HEARING ADVERTISEMENT
AUTHORIZATION RECOMMENDATION**

After the Budget Presentation, the Board authorized County Staff to advertise the County and School Budget Public Hearings for May 16, 2023, at 7:00 PM.

Motion to authorize advertisement of the FY 24 County Budget as presented.

| | |
|------------------|---|
| RESULT: | ADOPTED [UNANIMOUS] |
| MOVER: | Warren |
| SECONDER: | Tucker |
| AYES: | Dalton, Dudley, Chesher, Searce, Tucker, Warren |

ADJOURNMENT

Dalton adjourned the Meeting at 4:54 PM.

Darrell W. Dalton, Chairman
Pittsylvania County Board of Supervisors

Stuart J. Turille, Jr., Clerk
Pittsylvania County Board of Supervisors

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

| | | | | | |
|--------------------------|---|---------------------|------|----|---------------------|
| Agenda Title: | DPCS Drug Treatment Court MOU Approval | | | | |
| Staff Contact(s): | Kim VanDerHyde | | | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.c. | | |
| Attachment(s): | <table border="1"> <tr> <td>1.</td> <td>DPCS Drug Court MOU</td> </tr> </table> | | | 1. | DPCS Drug Court MOU |
| 1. | DPCS Drug Court MOU | | | | |
| Reviewed By: | JVH | | | | |

SUMMARY:

During FY 2023, a Drug Treatment Court ("Drug Court") was started in the City of Danville, Virginia ("Danville"). This Drug Court is designed to provide treatment for individuals with behavioral health, substance-use, and developmental disabilities. The individuals are referred by the Circuit Courts of Danville and the County to the Danville-Pittsylvania Community Services ("DPCS") Treatment Court, where these individuals will receive services to help with their recovery. For the Board's review and consideration, attached is a Memorandum of Understanding ("MOU") outlining the details of the Drug Court and the responsibilities of each party involved.

FINANCIAL IMPACT AND FUNDING SOURCE:

DPCS will bill all insurances, including VA Medicaid, Medicare, and other third-party insurance, for all those individuals who have qualifying insurance for substance-use treatment. Individuals with insurance will be responsible for their co-pays and deductibles. If individuals have no insurance, the individual will be assessed for a sliding scale fee for the services provided. Each locality, the City and the County, will be billed by DPCS for services rendered for a participant from their locality when the participant is not covered by insurance upon receipt of future funding sources.

DPCS has been supporting the clinical treatment needs with existing staff during this initial year. However, as the case load has grown, the Court will require a full-time case manager and a full-time licensed clinician, for a total cost of \$151,640, to be shared equally between the City and County for the upcoming FY 2024 Budget Year. The County's share of \$75,820 has already been included

in the County's proposed FY 2024 Budget. This amount will be covered with County Opioid Settlement Funds.

RECOMMENDATION:

County Staff recommends the Board approve the attached MOU with DPCS as presented.

MOTION:

"I make a Motion approving the attached MOU with DPCS as presented."

Memorandum of Understanding (MOU)

Danville-Pittsylvania Community Services and Danville-Pittsylvania Treatment Court

Period of Agreement: This MOU is made on _____ by and between Danville-Pittsylvania Community Services (DPCS) and City of Danville and Pittsylvania County for the Danville-Pittsylvania Treatment Court. Review of this Memorandum shall be made on or before _____, at which time this agreement may be extended, modified, or terminated.

Parties: This MOU is designed to reflect the agreement between Danville-Pittsylvania Community Services, an Agency which provides assessment, treatment, and support for the recovery of behavioral health, substance use, and developmental disabilities, hereinafter DPCS and City of Danville and Pittsylvania County for the Danville-Pittsylvania Treatment Court, hereinafter DPTC. Referrals for Danville-Pittsylvania Treatment Court are received from the Circuit Courts of the City of Danville and Pittsylvania Circuit Court.

Common Objectives: DPCS and DPTC, the parties to this Memorandum have the following common objectives:

1. To assure the delivery of services requested in a timely manner to individuals referred by Danville-Pittsylvania Treatment Court staff for assessment and treatment of substance use disorders.
2. To assure the application of services in strict accord with assessments and treatment plans prepared pursuant to careful, systematic assessment of the individual;
3. To assure notice by the respective parties to each other of any changes in the individual's circumstances in order to permit swift and proper response by the parties to such changes;
4. To provide timely and clinically appropriate services to individuals who are referred for services including referrals to services outside of DPCS.

Individuals who are the subject matter of this Memorandum include the following:

This MOU addresses services for adults with a substance use disorder who are referred by Danville-Pittsylvania Treatment Court staff for a screening and assessment, including an ASAM level of care, who meet criteria for outpatient services and who participate in the treatment court program. ASAM Levels of Care meeting criteria would include: 1.) Level 1 - Opioid Treatment Program; 2.) Level 1 – Outpatient Services; or 3.) Level 2.1 – Intensive Outpatient Services.

Referral Process: The Danville-Pittsylvania Treatment Court staff shall make referrals directly to the DPCS outpatient services clinician/coordinator who provides the treatment court screenings, assessments, and treatment. The Treatment Court should expect a response to referrals within two (2) business days upon receipt of the referral, consent, and any court orders.

Scope of Services: DPCS will provide the assessment and treatment services recommended (See Attachment A).

Reporting/Recordkeeping: DPCS shall conduct a screening assessment to determine the individual's eligibility for Treatment Court. Upon signature of the DPCS Release of Information by the referred individual, the Treatment Court and Commonwealth's Attorney office will be

notified regarding the individual’s eligibility and treatment recommendations within five business days from the court ordered referral. DPCS will maintain a record of each referral, screening, and assessment.

Confidentiality: DPCS shall safeguard the use of and access to information regarding individuals or families to which DPCS is providing or arranging for services. DPCS agrees not to use or release any reports, data, or other information identifying participants or persons, except with the approval of such participants or person served and in accordance with the rules and regulations of federal law - Confidentiality of Alcohol and Drug Abuse Patient Records regulations (42 CFR Part 2) and where applicable, federal and state laws and regulations. Such information shall be used only to assure proper administration, planning, coordination, and monitoring of performance under this Agreement, with an appropriate signed Release of Information from the individual or individual’s guardian/authorized representative.

Cost: DPCS agrees to bill insurances including VA Medicaid, Medicare, and other third party insurances for all those individuals who have qualifying insurances for substance use treatment. Individuals with insurance will be responsible for their co-pays and deductibles.

If individuals have no insurance, the Individual will be assessed for a sliding scale fee for the services provided.

Each locality, City of Danville and Pittsylvania County will be billed by DPCS for services rendered for a participant from their locality when the participant is not covered by insurances upon receipt of future funding sources.

The below DPCS rates for services rendered are effective March 2023. The rates for services provided will be re-evaluated upon Danville-Pittsylvania Treatment Court’s receipt of funding sources.

| | |
|--|-------------------|
| Assessment..... | \$ 243.00 |
| Individual Therapy..... | \$ 150/Hr. |
| Group Therapy. | \$ 61.50/Event |
| Family Psychiatric Evaluation..... | \$ 237/Event |
| Family Therapy..... | \$ 125/Hr. |
| Injection..... | \$ 25/Event |
| Individual Counseling..... | \$ 67/Hr. |
| Family Counseling..... | \$ 84/Hr. |
| Group Counseling..... | \$ 41/Event |
| Substance Use Case Management..... | \$ 243/Month |
| MAT Substance Use Care Coordination..... | \$ 243/Month |
| Oral Swab Drug Screen...minimum charge (ability-to-pay scale not applicable).. | \$ 30/Event |
| Urine Drug Screen..... | \$ 25/Event |
| Individual Peer Support Services (MH/SA)..... | \$6.50/15 minutes |
| Group Peer Support Services (MH/SA)..... | \$2.70/15 minutes |
| Non-billable services (meetings, reports, etc.)..... | .\$25 per hour |

DPCS is often provided with other funding that may be used for the following services if required:

- Inpatient detox and treatment
- Medication for the treatment of Opioid Use Disorder (OUD), including Suboxone, Subutex, Vivitrol, and injectable Sublocade. Medication not provided by DPCS can be invoiced using a monthly invoicing process.
- Dental and medical care which is a barrier to SUD treatment.

The Treatment Court Team, including DPCS staff, may request funding by contacting the DPCS Director of Clinical Services. Funding will be approved based on availability and clinical need. DPCS staff must complete a GPRA when SOR funds are used.

Publicity: The parties mutually agree not to use the name of the other in any public information without permission.

Dispute Resolution: In the event of a dispute, difference of interpretation, or appeal of a decision regarding the terms and/or conditions of this agreement, settlement shall first be sought in a meeting between the designated representative of DPTC and a designated representative of DPCS. If settlement cannot be reached, the issue shall then be presented to the Executives to the agencies for joint resolution.

Data and Reporting: DPCS will provide data and reports in accordance with the requests from DBHDS, Department of Medical Assistance Services (DMAS) and Danville-Pittsylvania Treatment Court. DPCS and Danville-Pittsylvania Treatment Court will work collaboratively to provide reports as requested and in a timely manner.

Amendment: This Memorandum of Understanding may be amended on the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.

| | |
|--|-------|
| _____ | _____ |
| James F. Bebeau, LPC | Date |
| Executive Director | |
| Danville-Pittsylvania Community Services | |

| | |
|---|-------|
| _____ | _____ |
| Stuart J. Turille, Jr. County Administrator for | Date |
| Pittsylvania County, Virginia | |

| | |
|-------------------------------|-------|
| _____ | _____ |
| Ken Larking, City Manager for | Date |
| Danville, Virginia | |

ATTACHMENT A – SCOPE OF SERVICES

DPCS is licensed by the Department of Behavioral Health and Developmental Services (DBHDS) to provide outpatient substance use services including assessment and treatment. DPCS licensed and/or licensed-eligible staff shall:

- Conduct a Substance Use Screening to include an ASAM level of care to determine treatment needs upon receipt of referral from the Danville-Pittsylvania Treatment Court staff. The screening is documented in the DPCS electronic health record (EHR).
 - Screenings must be conducted in-person or via two-way, real time interactive electronic communication
- Determine whether the individual is appropriate for outpatient services or requires residential detoxification, or more intensive services than outpatient such as inpatient treatment before entering treatment court.
- Report treatment recommendations to Danville-Pittsylvania Treatment Court staff prior to the next scheduled court appearance.
- If the individual meets criteria for outpatient treatment and accepted into the Treatment court, an intake to include a Comprehensive Needs Assessment (CNA) and financial assessment will be completed for enrollment in services at DPCS.
- Complete an Individualized Service Plan (ISP) if meets criteria for outpatient treatment.
- Provide case management, individual, group, and/or family therapy as required by Treatment Court phases.
- Participate in Treatment court staffing/team meetings, hearings, and submit weekly reports to the Treatment Court staff.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Budget

| | | | |
|--------------------------|---------------------------------|---|------|
| Agenda Title: | FY2023 Budget Amendments-Variou | | |
| Staff Contact(s): | Kim VanDerHyde | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.d. |
| Attachment(s): | 1. | GCE Danville Budget April 1 2023-July 31 2023 | |
| Reviewed By: | JVH | | |

SUMMARY:

The County recently become aware of two (2) items that require FY 23 County Budget adjustments to be made prior to year-end. These items include:

Health Department Funds:

- Virginia Health Department Staff met with the County on January 17, 2023, requesting the use of unused Health Department funds for various projects at the County's Health Department Facility. These items included sealing their portion of the Human Services parking lot, as well as purchasing a more reliable generator to ensure that vaccines were protected during power outages. After much discussion among County Staff, it was determined that the County should seal the entire parking lot at the Human Services Building, as well as provide a generator that would be sufficient to cover the entire building during power outages, since this building also serves as the County's Emergency Operations Center. While ARPA funding will be used to cover the generator, County Staff recommends the \$105,500.64 of unused Health Department funds be appropriated to the Building and Grounds Improvement Budget line item to cover the cost of sealing the parking lot and other future building improvement needs.

Guided Career Exploration Grant (WIA):

- The County recently received notification from the Workforce Investment Board of new Grant funding received for Guided Career Exploration in

the amount of \$88,500. For the Board's review and consideration, a copy of this Budget is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

These adjustments require no additional local funding.

RECOMMENDATION:

County Staff recommends a total of \$105,500.64 be appropriated to the Building and Grounds Improvement line item 310-4-094130-8158 from unused Health Department funds, and that the Board appropriate a total of \$88,500 to a newly established Guided Career Exploration Grant in the WIA Funds (251-4-353894), as outlined in the attached Budget document.

MOTION:

"I make a Motion to approve the FY 23 Budget Amendments as attached and presented."

Guided Career Exploration Sep 2023

ROSS

April 1, 2023-July 31, 2023

| <u>Description</u> | <u>GCE Danville Budget</u> |
|----------------------------|------------------------------------|
| Salaries- Case Mgr | 8,460.00 |
| Benefits-Cash Mgr | 2,625.00 |
| Admin Fee (15% Sal/Fringe) | 1,665.00 |
| | - |
| Total Staff Costs | <u>12,750.00</u> |
| | |
| Intern Stipends | 72,000.00 |
| Supportive Services | 3,750.00 |
| Total Program Costs | <u>75,750.00</u> |
| | |
| Total | <u><u>88,500.00</u></u> |

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

| | | | |
|--------------------------|---|------------------------------------|------|
| Agenda Title: | Jail Medical Services Contract Award Approval | | |
| Staff Contact(s): | Connie Gibson | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.e. |
| Attachment(s): | 1. | RFP 20230322 Medical Services 2023 | |
| | 2. | Contract | |
| Reviewed By: | JVH | | |

SUMMARY:

The County's Purchasing Department issued a Request for Proposals ("RFP") for Professional Services- Jail Medical Services. The RFP was posted in *The Chatham Tribune*, posted on the Virginia Business Opportunity's website, and on the County's website. The County received one (1) proposal, and out of a score of 300 points, the proposer scored 296 points. For the Board's review and consideration, attached is related information/documentation.

FINANCIAL IMPACT AND FUNDING SOURCE:

The estimated cost for the life of the Contract is \$246,272.00. This cost will come from the County's Jail Budget, line item 100-4-033100-311000.

RECOMMENDATION:

County Staff recommends the Board award the attached Contract.

MOTION:

"I make a Motion awarding the attached Contract."



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL
RFP# 20230322
MEDICAL SERVICES FOR
PITTSYLVANIA COUNTY JAIL**

March 22, 2023

**CONTACTS:
CONNIE GIBSON, PURCHASING MANAGER
(434) 432-7744**

MEDICAL SERVICES FOR PITTSYLVANIA COUNTY JAIL

RFP No. **20230322**

GENERAL INFORMATION FORM

The Pittsylvania County Purchasing Department, on behalf of the Pittsylvania County Jail, hereby issues to qualified physicians, licensed in the State of Virginia, a Request for Proposal (hereinafter referred to as “RFP”), for Physicians Services for the Pittsylvania County Jail.

DUE DATE: Sealed Proposals will be received until Friday, **April 21, 2023**, no later than **2:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

RFP RESPONSE: In order to be considered for selection, interested parties must submit a complete response to this RFP. One (1) original, so marked, and two (2) copies of each proposal must be submitted to the Purchasing Manager. No other distribution of the proposal shall be made by the Offeror.

ADDRESS: Proposals should be mailed or hand delivered to:
Pittsylvania County Purchasing Department
Att: Connie Gibson,
1 Center Street, P.O Box 426
Chatham, VA 24531.

All Proposals must be in a sealed envelope and clearly marked in the lower left corner: **"Sealed Proposal - RFP #20230322, Medical Services"** 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. All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. 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.

This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2

Any questions regarding this RFP, contact **Connie Gibson**, (434) 432-7744 or emailed to Connie.gibson@pittgov.org.

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: _____

Zip Code: _____ Title: _____

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

E-mail: _____ State of Incorporation: _____

Attach a copy of your company's SCC certificate

Receipt of the following Addenda are acknowledged:

Addendum No. _____, dated _____

(Please note all addenda's)

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
REQUEST FOR PROPOSAL
JAIL PHYSICIAN SERVICES**

PURPOSE

The County of Pittsylvania, Virginia, is seeking proposals from qualified physicians to provide inmate medical services at the Pittsylvania County Jail located 1 Bank Street in Chatham, Virginia. Estimated at 100 inmates.

GENERAL INFORMATION

The County reserves the right to reject any or all proposals submitted, and to waive any informality in the proposals. The right is also reserved to award the contract where it appears to be in the best interest of the County.

All provisions of the Virginia Public Procurement Act governing the procurement of professional services will be adhered to.

SCOPE OF SERVICES

The Provider shall:

1. Provide general medical services to include performing physical examinations, prescribing medications, reviewing Radiologists reports and lab reports and other related duties. Record a summary of the problems and/or symptoms, the diagnosis or diagnostic hypotheses, treatments, medications, and/or any other appropriate information in each patient's medical chart at the conclusion of each consultation.
2. Provides services for approximately 16 hours, every week and on call 24 hours per day, 7 days a week. And respond to the facility when needed, at Pittsylvania County Jail. The Provider shall submit an accounting of hours worked each week to the Captain of the Jail. The Provider will be paid for only the hours worked up to the required total. If hours per week reach 16 and additional hours of services are required, the specific number of additional hours must be approved in writing by the Captain before services are provided or the Provider will not be reimbursed for said hours. On call time will be negotiated.
3. Consult with the Jail Captain and/or his designee regarding care of offenders on an as required basis.
4. Furnish Pittsylvania County Jail a Curriculum Vitae and include: social security number, Doctor of Medicine degree from an accredited medical school, copy of graduate medical training (Residency/Fellowship), Board Certification status, and a copy of Physician's current and valid license to

practice medicine in the State of Virginia, DEA number. Provide verification of any hospital privileges available to the Provider.

Immediately notify the County if license or hospital privileges are denied, suspended or revoked; if any malpractice claims are filed; if any professional disciplinary action is taken; or if he/she has any physical, mental or emotional problems which might impact performance of assigned duties.

5. Make referrals to a specialist when necessary.
6. Attend conferences or meetings outside the normal hours and at locations other than the institution served, as required by Pittsylvania County Jail. In these instances, the Provider will be reimbursed for actual expenses, based on the invoice submitted by the Provider. The Provider must submit receipts for all expenses in excess of \$10.00, unless otherwise specified in the County's Travel Policy. Such expenses may include: lodging, meals and mileage based on rates detailed in the state travel regulations. Pittsylvania County cannot reimburse the Provider for personal long distance charges, alcoholic beverages, or incidental personal expenses. The Provider shall minimize expenses to the extent possible.
7. Use on-site office space provided by the facility during scheduled visits.
8. Utilize the services of personnel employed by the facility.
9. Provide additional visits to the facility in the event of emergency illness or injury.
10. Provide emergency medical services in doctor's office or hospital.
11. Provide employee health as required by the County.
12. Provide 24-hour telephone or beeper coverage.
13. Provide inpatient care if possible.
14. Be within one-hour commute distance from the jail.

PROPOSAL INSTRUCTIONS

A. Proposals should include the following information:

1. A narrative describing the Provider's ability to provide the services detailed in the Scope of Services;

2. Verification of the acceptance of the Contractual Terms and Conditions;
3. The Provider's completed forms, including but not limited to:
 - a. Attachment 2, National Practitioner Data Bank form.
 - b. **Proposed hourly fee enclosed in a separate sealed envelope.**
4. A Curriculum Vitae that includes the following minimum credentials:
 - a. Doctor of medicine degree from an accredited medical school
 - b. Copy of graduate medical training (residency/fellowship).
 - c. Current valid license to practice medicine in the Commonwealth of Virginia
 - d. Current and valid Board certification
 - e. Current and valid DEA certificate
 - f. Current and valid National Provider Identifier (NPI)
 - g. Verification of any hospital privileges
5. A listing of at least three (3) current or recent accounts, either governmental or commercial for which the Provider has provided services similar in nature to those described in the Scope of Services. Include the length of service, the name, address, telephone number and point of contact; and a listing of any contract lost within the last two years including reason for loss. The contracts may be either governmental or commercial for which the Provider had provided services similar in nature to those described in the Scope of Services; and

Evaluation Criteria

A committee will be established to review the proposals and select those to be interviewed. Proposals submitted prior to the deadline will be reviewed for completeness and evaluated based on the following:

- (1) Ability and plan to meet the requirements as detailed in Scope of Services. 30 points
- (2) Acceptance of the General and Special Terms and Conditions. 15 points
- (3) Demonstrated clinical experience. 15 points
- (4) Professional certification(s) and Curriculum Vitae. 15 points
- (5) Experience in providing services in a correctional setting. 25 points

AWARD:

The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services.

Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the purchasing agency shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the purchasing agency can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

**ATTACHMENT A
NATIONAL PRACTITIONER DATA BANK FORM**

Pittsylvania County plans to query the National Practitioner Data Bank on certain health care Providers considered for contractual employment by the Jail.

Please provide the following information during the interview process:

Name of Facility:

Date: _____

Full name of Applicant:

Maiden name if married:

Date of Birth: _____ **Social Security Number:** _____

Current Home Address:

Current Office Address:

Current VA License Number or other State License Number if not listed in VA: _____

DEA Number:

Names of Professional Schools Attended:

Date of Graduation from Professional Schools: _____

Provide a brief summary of work history and name of professional schools attended and years of graduation.

SPECIAL TERMS AND CONDITIONS

A. CONFIDENTIALITY: The Provider acknowledges and understands that its employees may have access to confidential information, including health records regarding employees, clients/patients, or the public. In addition, the Provider acknowledges and understands that its employees may have access to proprietary or other confidential information or business information belonging to the Pittsylvania County jail. Therefore, except as required by law, the Provider agrees that its employees, subcontractors or alternates will not:

1. Access or attempt to access data that is unrelated to their job duties or authorization;
2. Access or attempt to access health records beyond their stated authorized access level;
3. Disclose to any other person or allow any other person access to any information related to the Jail or any of its facilities that is proprietary or confidential and/or pertains to employees, students, patients, or the public. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.
4. Disclose health records in violation of Virginia privacy laws.

The Provider understands that the County and its employees, clients/patients, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that Pittsylvania County may seek legal remedies available to it should such disclosure occur. Further, the Provider understands that violations of this agreement may result in contract default.

B. RENEWALS

The contract term shall be for a three (3) year period, with an option to renew the contract term for two (2) additional one (1) year periods. At the time of renewal, the Contractor may request a review of prices based on sufficient justification and approved by the Authority. Such request must be submitted in writing and accompanied by sufficient documentation to support the requested price change.

C. CONFIDENTIALITY OF HEALTH RECORDS:

By signature on this contract, the Provider agrees to comply with all applicable statutory provisions and regulations of the Commonwealth of Virginia and in the performance of this contract (agreement) shall:

1. Not use or further disclose health records other than as permitted or required by the terms of this contract or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of health records other than as permitted by this contract;
3. Report to the Jail any use or disclosure of health records not provided for by this Contract;
4. Mitigate, to the extent practicable, any harmful effect that is known to the Provider of a use or disclosure of health records by the Provider in violation of the requirements of this contract;
5. Impose the same requirements and restrictions contained in this contract on its subcontractors and agents;
6. Provide access to health records contained in its records to the County Jail, in the time and manner designated, or at the request of the jail, to an individual in order to afford access as required by law;
7. Make available health records in its records to the County Jail for amendment and incorporate any amendments to health records in its records at the Jail request;
8. Document and provide to the Jail information relating to disclosures of health records as required for the Jail to respond to a request by an individual for an accounting of disclosures of health records.

D. Records

The Contractor shall keep all inmate medical records confidential, and shall comply with all state and federal laws relative to confidentiality of records.

E. Licenses And Permits

The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the Authority.

G. Contract Changes

Any changes to the Contract must be approved through issuance of a written contract addendum or change order. The Authority will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

H. Compliance with all Requirements

The Contractor shall comply with all applicable Federal, State and Local laws and regulations. The Contractor shall give notice as required and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.

I. Legal Proceedings

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in Pittsylvania County Circuit Court.

J. Subcontracting and Assignment of Work

The Contractor shall not subcontract or assign the Contract, in whole or in part, other than that specifically stated in the Contract, without the express written consent of the Authority. A description of any work the Contractor proposes to subcontract shall be submitted to the Authority for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Contractor and the Contractor will be responsible to the Authority for all work performed by any subcontractor or special consultant.

GENERAL TERMS AND CONDITIONS TO BIDDERS/OFFERORS

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 exchanged. 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 part 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.

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.



County of Pittsylvania, VA

Contract Number: **2023071**

This contract entered into this 1st of July, 2023, by Laurence Wang, M.D. hereinafter called the "Contractor" and County of Pittsylvania called the "Purchasing Agency."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide medical services for Pittsylvania Count Jail as set forth in the RFP 20230426.

PERIOD OF PERFORMANCE: From 07/01/2023 through 6/30/2026. The contract term shall be for a period of three (3) years and may be renewed by the County for two (2) successive one-year periods under the terms and conditions of the original contract.

The contract documents shall consist of:

- A. This signed form;
- B. The following portions of the Request for Proposal dated March 22, 2023:
 - (1) Scope of services,
 - (2) The General and Special Terms and Conditions and;
- C. The Provider's bid dated March 29, 2023

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: _____

Title: _____

Title: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Resolution

| | | | |
|--------------------------|--|-------------------------------|------|
| Agenda Title: | Resolution # 2023-05-01 (VDOT Six (6)-Year Plan Approval) Adoption | | |
| Staff Contact(s): | Kaylyn McCluster | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.f. |
| Attachment(s): | 1. | 2023-05-01 VDOT Six Year Plan | |
| Reviewed By: | JVH | | |

SUMMARY:

Virginia Code Sections 33.2-358 and 33.2-364 provide the opportunity for each County in the Commonwealth to work with the Virginia Department of Transportation in developing a Secondary Six-(6) Year Road Plan ("Plan"). For the Board's review and consideration, attached is Resolution # 2023-05-01, supporting the adoption of said Plan (for which a duly advertised and conducted public hearing was held at the Board's May Business Meeting) for County roads for FY 2024 – FY2029.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board adopt Resolution # 2023-05-01 as attached.

MOTION:

"I make a Motion adopting Resolution # 2023-05-01 as attached and authorize the County Administrator to sign any necessary related documentation."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2023-05-01**

APPROVAL OF VDOT’S SIX (6) YEAR PLAN

Virginia: At the Pittsylvania County Board of Supervisors’ Business Meeting held in the Board Meeting Room in Chatham, Virginia, on Tuesday, April 18, 2023, at 7:00 p.m., the following Board members were present:

| | |
|---------------------------|--------------------------|
| Timothy W. Chesher | Dan River District |
| William V. (“Vic”) Ingram | Tunstall District |
| Ronald S. Scearce | Westover District |
| Robert M. Tucker, Jr. | Banister District |
| Robert (“Bob”) W. Warren | Chatham-Blairs District |
| Timothy W. Dudley | Staunton River District |
| Darrell D. Dalton | Callands-Gretna District |

Motion made by Warren, seconded by Tucker, and carried by a 7 to 0 vote of the Board:

WHEREAS, §§ 33.2-358 and 33.2-364, Code of Virginia, 1950, as amended, provide the opportunity for each County to work with the Virginia Department of Transportation (“VDOT”) in developing the Secondary Six (6)-Year Road Plan (“Plan”); and

WHEREAS, this Board has previously agreed to assist in the preparation of this Plan, in accordance with VDOT policies and procedures, and participated in a Public Hearing on the proposed Plan (2024 - 2029) on Tuesday, April 18, 2023, after being duly advertised so that all County citizens had the opportunity to participate in said Public Hearing and to make comments and recommendations concerning the proposed Plan; and

WHEREAS, Joseph Craddock, VDOT Assistant Resident Engineer, appeared before the Board and recommended approval of the Plan; then

NOW, THEREFORE, BE IT RESOLVED, that since said Plan appears to be in the best interests of the Secondary Road System in the County and of the citizens residing on the Secondary System, said Plan hereby approved as presented at the Public Hearing.

Given under my hand this 16th day of May, 2023.

Darrell W. Dalton (Chairman)
Pittsylvania County Board of Supervisors

Stuart J. Turille, Jr. (Clerk)
Pittsylvania County Board of Supervisors

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

| | | | |
|--------------------------|------------------------------|-------------------------|------|
| Agenda Title: | DRBDC Lease Renewal Approval | | |
| Staff Contact(s): | Vaden Hunt | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.g. |
| Attachment(s): | 1. | DRBDC Updated Agreement | |
| Reviewed By: | JVH | | |

SUMMARY:

The Dan River Business Development Center ("DRBDC") leases office space from the County and the City of Danville, Virginia. Said current Lease Agreement was due for renewal on March 13, 2023, and is already set to renew for an additional one (1) year period ending March 13, 2024. The current Lease Agreement is being amended to agree to an initial additional term of two (2) years commencing March 13, 2023, and ending on March 13, 2025, with the automatic renewal to be additional terms of two (2) years ("Renewal Lease Agreement"). Finally, the Renewal Lease Agreement will be removing reference to the Economic Development Administration, as it is no longer needed. For the Board's review and consideration, the Renewal Lease Agreement is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the execution of the Renewal Lease Agreement as attached and presented.

MOTION:

"I make a Motion approving the execution of the Renewal Lease Agreement as attached and presented."

AMENDED AND RESTATED AGREEMENT OF LEASE

This Amended and Restated Agreement of Lease (the “Lease”), made and entered into this _____ day of _____, 2023, by and among the Board of Supervisors of Pittsylvania County, Virginia, who acts by and through its duly authorized County Administrator, and the City of Danville, Virginia, a Municipal Corporation, who acts by and through its duly authorized City Manager, who are hereinafter collectively referred to as “Lessor”, and the Dan River Business Development Center, a Virginia Corporation, who acts by and through its duly authorized President of the Dan River Business Development Board, hereinafter referred to as “Lessee”.

W I T N E S S E T H

WHEREAS, in order to help strengthen the local economy by providing a facility available to small businesses that will enable such businesses to survive and grow, the Lessor has established a Business Incubator and a Regional Small Business Development Center, on the real estate described below, hereinafter referred to as the “Facility”; and,

WHEREAS, the Lessee was formed to oversee and administer the operation of the Facility; and

WHEREAS, in order to promote the more efficient operation of the Facility the Lessor previously leased the Facility to the Lessee pursuant to a Lease Agreement dated March 12, 2001 (the “Original Lease”); and

WHEREAS, the Lessor is the owner of the following described real estate, and all appurtenances thereunto belonging, upon which the Facility was constructed (the Facility and such real estate being collectively referred to as the “Demised Premises”), to wit:

All that certain lot or parcel of land, and all appurtenances thereunto pertaining, lying and being situate in the Dan River Magisterial District of Pittsylvania County, Virginia, containing 7.813 acres, by survey, with metes and bounds as shown on Plat of Survey for Pittsylvania Economic Development Organization, made by John R. Bradner, CLS, Dewberry and Davis, the Clerk of the Circuit Court of Pittsylvania County, Virginia, in Map Book 43, page 139E, the parcel of land being the subject of this Lease being shown thereon as lot #6, and being the exact property conveyed unto the Lessor herein by Deed of the Board of Supervisors of Pittsylvania County, Virginia, dated June 5, 2000, said Deed being recorded in the aforesaid Clerk's Office in Deed Book 1202, page 537, to which Plat of Survey and Deed reference is here made for a more particular description of the property which is the subject of this Lease, and which description is rendered on the aforesaid Plat of Survey as incorporated herein by reference thereto; and

WHEREAS, Lessor and Lessee desire to amend and restate the Original Lease related to the Facility and Demised Premises as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto do covenant and agree as follows:

1. **Description of The Premises.** Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor the Demised Premises, and any and all other incidental improvements to the aforesaid property associated with the Facility, including, but not limited to, all other improvements to the aforesaid property associated with the Facility, all of which being generally shown on the site development plan, dated January 28, 2000, prepared by Dewberry and Davis, Inc., which is incorporated herein by reference.

2. **Term of Lease.** Lessor and Lessee acknowledge and agree that the current term of the Original Lease runs through March 13, 2023, and is already set to renew for an additional one (1) year period ending on March 13, 2024. Notwithstanding the foregoing, Lessor and Lessee agree that this Lease shall continue for an initial additional term of two (2) years commencing on March 13, 2023, and ending on March 13, 2025 (the "Initial Renewal Term").

Following the Initial Renewal Term, this Lease shall automatically renew for additional terms of two (2) years each (each a “Renewal Term”) until either the Lessor or the Lessee desire to terminate the Lease by giving the other party ninety (90) days’ notice of intent to terminate prior to the end of the Initial Renewal Term, subsequent Renewal Term, if any, or until such time as this Lease is terminated by any other method as provided for in this Lease. The remaining term under the Original Lease through March 13, 2023, the Initial Renewal Term and all Renewal Terms, if any, are collectively referred to in this Lease as the “Term”.

3. **[Intentionally Omitted].**

4. **Rent.** Lessee agrees to pay to Lessor the sum of one dollar (\$1.00) per year on or before the anniversary date of this Lease.

5. **Real Estate Taxes.** During the Term of this Lease, Lessee shall pay all taxes and assessments imposed on the Demised Premises.

6. **Use of Premises.** Lessee will use the Demised Premises solely for the operation of a business incubator and small business development center. The Demised Premises are not to be used for any other purpose without the prior written consent of the Lessor. In addition, Lessee agrees that it shall not use or permit the use of the Demised Premises for the storing, mixing, production, disposal, or handling of any explosive, caustic, flammable, toxic, or any other substance deemed to be a hazardous waste by any governmental authority.

In using the Demised Premises for the operation of a business incubator and a small business development center, the parties acknowledge that Lessee shall sublease all or a portion of the Demised Premises to businesses and provide other services to such businesses in order to encourage and assist the growth and development of businesses.

It is understood that Lessee must receive adequate consideration for the sublease or rental of any space within the Demised Premises. The income generated from the leasing or rental of space in the Demised Premises shall be used in the following order of priority:

1. Administration, operation, and maintenance of the Demised Premises for its useful life in a manner consistent with good property management practices and in accordance with the established building codes. This may include, where applicable, the repayment of indebtedness resulting from any legal encumbrances on the Demised Premises. To this end, Lessee shall utilize reasonably prudent business practices such to create a reserve of funds for routine and substantial maintenance of the Demised Premises.

2. Supporting economic development activities within Pittsylvania County or the City of Danville.

In the event that Lessee ceases to use any portion of the Demised Premises for the purposes for which was originally intended, the Lessor may retake possession of said portion of the Demised Premises, or the Demised Premises in its entirety, and terminate this Lease.

7. **Maintenance of Premises.** During the Term of this Lease, Lessee will be responsible for all routine and day to day maintenance and upkeep of the Demised Premises. Lessee shall not make any improvements or alterations to the Demised Premises which would affect the structural integrity of any improvements without prior written approval of Lessor. Any improvements or alternations made to the Demised Premises by Lessee during the Term of this Lease shall become the property of the Lessor upon the expiration or termination of this Lease. Lessee shall maintain the Demised Premises in a clean, sanitary and safe condition, including all

custodial services necessary for such maintenance. At the termination of this Lease, the premises shall be returned to the Lessor in good condition, ordinary wear and tear accepted.

The parties agree that during the Term of this Lease, Lessee shall perform at its expense the following maintenance of, and repairs to, the Demised Premises: keep the exterior walls and roof of the Facility in proper and substantial repair, and maintain the public or common areas of the building, including but not limited to, hallways, stairways, decks, restrooms, and parking areas in good and substantial repair. To the extent that Lessee utilizes reasonably prudent business practices in its operation of the Demised Premises and is unable to perform this maintenance as provided for in this subparagraph, Lessor agrees that it shall, subject to annual appropriations approved by both governing bodies, assist Lessee in fulfilling such obligations.

Lessor specifically reserves the right to enter upon the Demised Premises at such reasonable times as may be required to enlarge or improve the Demised Premises during the Term of the Lease, provided such entry does not interfere with Lessee's intended use of the Demised Premises or the rights of any subtenants of lessee. The parties, however, acknowledge that the Lessor shall be under no duty or obligation to do so.

Lessor reserves the right for itself, its agents and employees, to enter upon the Demised Premises at any reasonable time to make such inspections, repairs, alterations or improvements as is necessary hereunder; provided, however, that such repairs, alteration or improvements shall not unreasonably interfere with Lessee's business operations.

8. **Services.** During the Term of this Lease, Lessee shall be responsible for providing heat, electricity, water, and other utility services to the Facility, including but not

limited to water, electricity and heat to the buildings located on the Demised Premises, adequate garbage dumpster or other trash receptacles, adequate parking space for occupants of the Facility, their customers and clients, and custodial and/or janitorial services for all public or common areas including but not limited to hallways, stairs, restrooms, and parking areas; such custodial and/or janitorial care shall include, but not be limited to, the reasonably prompt removal of all snow from exterior walkways, stairways, and parking areas.

9. **Destruction of The Facility.** If the Facility shall be damaged or destroyed by fire, the elements, the public enemy, or other casualty to the extent that the Demised Premises shall become untenable, Lessor shall have the option, at its sole discretion, of repairing the Facility or canceling this Lease without further obligation to Lessee. If such repairs cannot or are not made within one hundred twenty (120) days of such casualty, Lessee may terminate this Lease on thirty (30) days notice to Lessor. Lessor shall not be liable for any damage to or loss of any of Lessee's property or the property of any of its agents, employees, clients, sublessees, or any other person who claims by and through Lessee's rights under this Lease. It is expressly agreed and understood that Lessee, its agents, employees, sublessees, or any other person, in placing their property in and on the Facility, do so at their own risk.

10. **Insurance.** Lessee agrees that it shall seek, obtain and maintain a combined single limit general comprehensive liability coverage for injuries or death of persons or damage to property in the aggregate amount of at least three million dollars (\$3,000,000.00) per year, and shall seek, obtain and maintain all-risk, fire and casualty insurance coverage (multi-peril coverage), with limits of at least the fair market value of the Demised Premises and the buildings on the Demised Premises. The Lessor shall be named as an insured party on such all-risk

casualty policy and shall be named as an insured party with respect to the aforesaid liability policy. In the event of written request of Lessor, Lessee shall name such other person or entity as Lessor shall designate as insured parties, provided such persons or entities have a legal insurable interest therein.

Lessee shall annually furnish to Lessor a copy of said insurance policies or certificates showing the insurance coverage to be in full force and affect. Such insurance policies or certificates shall contain provisions providing that Lessor shall be given thirty (30) days prior written notice of any cancellation or reduction in the required coverage.

The insurance required hereunder shall be primary and any insurance or self insurance maintained by Lessor shall be in excess of and shall not contribute with any insurance provided by Lessee under this Lease. Any deductibles or self-insured retentions applicable to required coverage shall be paid by Lessee and the Lessor shall not be required to participate therewith. All rights of subrogation against the Lessor shall be waived.

11. **Mechanics' and Other Liens.** The Lessee will not permit any mechanics' or other liens to be established or remain against any portion of the Demised Premises, and shall remove any such lien within thirty (30) days after Lessee receives any notice thereof, provided that Lessee shall not be responsible for removing any mechanics' lien resulting from any contract with, action, and/or activity of Lessor. The Lessor may, upon ten (10) days notice to Lessee, contest in good faith any lien, in which event the Lessor may permit the lien to remain unsatisfied and undischarged during the period of the contest and any appeal. In the event that Lessor chooses to satisfy said lien, the lien will be promptly satisfied by Lessee in the event that

Lessee or any other person permitted on the Demised Premises by Lessee, with the exception of Lessor, caused or initiated the acts which led to said lien.

12. **Indemnification.** To the extent permitted by law, the Lessee, at all times, shall protect, indemnify and save harmless the Lessor from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs and expenses (including, without limitation, reasonable attorney's fees, for all acts or failures to act (or alleged failures to act) in connection with the Lessee's use, occupancy, or the use or occupancy of the Demised Premises by any sub-tenant or licensee of the Lessee, including without limitation (a) all amounts paid in settlement of any litigation commenced or threatened against the Lessor; (b) all expenses reasonably incurred in the investigation of, preparation for or defense of any litigation, proceeding or investigation of any nature whatsoever, commenced or threatened against the Lessor, Facility and the Demised Premises; (c) the full amount of judgements, penalties, fines, damages, assessments, indemnities or contributions; and (d) the reasonable fees and expenses of attorneys, auditors and consultants incurred in connection with the foregoing; provided that any of the foregoing is a result of the Lessee's occupancy of the Demised Premises or the permitted use of the Demised Premise by any other person or entity by the Lessee.

The foregoing indemnity shall be affected only to the extent of any loss that may be sustained by the Lessor in excess of the net proceeds received from any insurance carried with respect to such loss, and the benefits of this section shall not enure to any other person other than the Lessor.

13. **[Intentionally Omitted].**

14. **Bankruptcy or Insolvency.** It is expressly agreed that if at any time during the

Term of this Lease, Lessee shall be adjudged bankrupt or insolvent by any Federal or State Court of competent jurisdiction, Lessor may, at its option, declare this Lease to be terminated and cancelled, and may take possession of the Facility and Demised Premises. To this end, Lessee agrees to immediately notify Lessor of any threatened or actual litigation against Lessee, or any other circumstance or event which may adversely effect the financial solvency or stability of Lessee.

15. **Signs.** Lessee may display signs and shingles advertising the Facility, or any subtenants therein, with prior written consent of the design of such signs by Lessor, which consent shall not be unreasonably withheld.

16. **Nondiscrimination.** Lessee agrees that in the use and operation of the Facility, it will not on the grounds of race, color, sex or national origin discriminate or permit discrimination against any person or groups of persons and agrees that no person, shall, on the grounds of race, color, sex or national origin be excluded from participating in the Facility. Further, Lessee agrees that it will not discriminate against and will make reasonable efforts to accommodate persons with disabilities as required by the Americans with Disabilities Act and the Virginians with Disabilities Act.

17. **Notice.** Notices to Lessee shall be sufficient if sent by U.S. Mail, first class postage prepaid to President, Dan River Business Development Center, P.O. Box 3300, Danville, Virginia, 24534, or to such other representatives as Lessee may designate, to Lessor in writing from time to time. Notices to Lessor shall be sufficient if sent by U.S. Mail, first class postage prepaid addressed to County Administrator, Pittsylvania County Virginia, P.O. Box 426, Chatham, Virginia, 24531, with a copy to the City Manager, City of Danville, P.O. Box 3300,

Danville, Virginia, 24543, or to such other representatives or addresses that Lessor may designate in writing from time to time.

18. **General Provisions.**

1. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

2. In the event that any provision of this Lease shall be construed to be invalid or unenforceable, then the remaining portions shall remain in full force and effect.

3. Lessee shall assume responsibility for the security of the Facility.

4. Lessee agrees to observe and obey during the Term of this Lease all federal, state and local laws, ordinances, rules and regulations currently in force or subsequently adopted that regulate the Facility, and agree to indemnify and hold harmless Lessor from any and all violations thereof. It is agreed between the parties that the Lessee, acting by and through its Board of Directors, shall have discretion and control of the use of the Facility throughout the Term of this Lease, and Lessor shall have no control over the day to day operations of the Facility other than that granted in this Lease.

5. In the event Lessee fails to perform any of the terms and conditions required by this Lease and fails to remedy such default within a period of thirty (30) days after receipt from the Lessor of a written notice to remedy the same, the Lessor shall have the right to cancel this Lease without any additional notice to Lessee. However, no notice of cancellation shall be effective if Lessee shall have remedied the default prior to the receipt of notice of cancellation. No waiver of default by the Lessor of any of the terms and conditions of this Lease

to be kept or performed by a Lessee shall be considered to be or act as a waiver in the event of any subsequent default of such terms and conditions by Lessee.

In the event Lessor fails to perform any of the terms and conditions required by this Lease and fails to remedy such default within a period of sixty (60) days after receipt from the Lessee of a written notice to remedy the same, the Lessee shall have the right to cancel this Lease without any additional notice to Lessor.

6. In the event of Lessee's failure to perform any of the terms and conditions required by this Lease, and in the further event that Lessee's failure to perform any of the terms and conditions required by the Lease causes damages to Lessor in any manner recognizable by law, and Lessor utilizes legal counsel to 1. seek enforcement of the terms and conditions of this agreement, 2. terminate this agreement, 3. take such steps as are necessary to regain possession of the premises of the Facility, or 4. seeks damages against Lessee for breach thereof, then Lessee agrees that it shall pay unto Lessor any and all reasonable attorney's fees and costs expended by Lessor.

19. **Remedies.** Whenever any event of default has happened or any violation of the terms and conditions of this Lease has occurred or is occurring, any one of the following remedial actions may be taken, provided that either the Lessor or Lessee has given notice to the other of the event of default or breach of this Lease, and the event of default or breach has not been cured within thirty (30) days of notice: (a) the Lessor may re-enter and take possession of all or any part of the Demised Premises; (b) the Lessor may terminate this Lease as to all or any part of the Demised Premises, exclude the Lessee from possession of all or any part of the Demised Premises, and lease all or any part thereof to one or more parties; (c) the Lessor may have access

to and inspect, examine and make copies of, the property or any part thereof, the books, records and accounts of the Lessee pertaining to the Demised Premises; (d) the sole remedy available to the Lessor for any default or breach of the terms of this Lease by Lessor shall be either, at the option of Lessee, forfeiture of the right of Lessor for the rent payment as provided in this Lease, and/or termination of the Lease. In the event of termination of this Lease by Lessee, Lessee shall immediately relinquish possession of the Demised Premises.

20. **Successors and Assigns**. This Lease is binding upon, enures to the benefit of and is enforceable by the parties and Lessor's successors and assigns (and Lessee's successors and assigns in the event Lessor gives permission to Lessee to assign its rights hereunder), and no person or entity who is permitted onto the Demised Premises by Lessee pursuant to the intent of this Lease shall have any rights enforceable by Lessee under the terms and conditions of this Lease by way of their presence on or occupancy of a portion of the Demised Premises, and no such person or entity shall have any rights of occupancy except by and through the right of occupancy granted herein to Lessee.

Lessor does hereby specifically grant unto Lessee the right to sub-lease portions of the Demised Premises to prospective businesses and/or industries for purposes of business and/or industrial development. However, it is specifically agreed between the parties that any sublessee shall take occupancy of the Demised Premises subject to, and conditioned upon any and all rights granted unto Lessor by the terms and conditions of this Lease, including but not limited to the right of recession; the right of inspection; limitations upon the use of the premises including environmental restrictions; the limitation of Lessor for damage to any sublessee's property or agents and/employees; mechanics' lien provisions; indemnification; subordination;

and it shall be specifically acknowledged by each sublessee that in the event of any default by Lessor that the sole remedy available to sublessee shall be, at the option sublessee, forfeiture of the right of sublessor for the rent payment as called for, and/or termination of the Lease. Further, in the event of termination of the Lease by sublessee, sublessee shall immediately relinquish possession of the property.

21. **Authority To Act.**

(a) This Lease is executed on behalf of the Board of Supervisors of Pittsylvania County, Virginia, by its duly authorized County Administrator, he having been so authorized to act by resolution duly adopted by the Board of Supervisors of Pittsylvania County at its meeting on the _____ day of _____, 2023.

(b) This Lease is executed on behalf of the City of Danville, Virginia, by its duly authorized City Manager, he having been so authorized to act by resolution duly adopted by Danville City Council at its meeting on the _____ day of _____, 2023.

(c) This Lease is executed on behalf of the Dan River Business Development Center, by its duly authorized Chairman, he having been so authorized to act by resolution duly adopted by the Dan River Business Development Center Board on the _____ day of _____, 2023.

[SIGNATURE PAGE FOLLOWS]

Witness the following signatures and seals to this AMENDED AND RESTATED AGREEMENT OF LEASE as of the date set forth above:

Lessor:

PITTSYLVANIA COUNTY, VIRGINIA

By: _____

Name: _____
County Administrator

CITY OF DANVILLE, VIRGINIA

By: _____

Name: _____
City Manager

Lessee:

DAN RIVER BUSINESS DEVELOPMENT
CENTER

By: _____

Name: _____
Chairman

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Action Item

| | | | | | |
|--------------------------|--|---------------------|------|----|--|
| Agenda Title: | Moseley Architects Jail Agreement Amendment # 2 Execution Approval | | | | |
| Staff Contact(s): | Dave Arnold | | | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.h. | | |
| Attachment(s): | <table border="1"> <tr> <td>1.</td> <td>Amendment to the Professional Services Agreement</td> </tr> </table> | | | 1. | Amendment to the Professional Services Agreement |
| 1. | Amendment to the Professional Services Agreement | | | | |
| Reviewed By: | JVH | | | | |

SUMMARY:

Amendment #2 to the Pittsylvania County Community Based Corrections Plan's Professional Service Agreement, attached, authorizes Moseley Architects, P.C., to provide professional services in support of the submittal of a Community Based Corrections Plan ("CBCP") Needs Assessment and Planning Study to the Virginia Department of Corrections by December 31, 2023. The CBCP Needs Assessment and Planning Study outlines the justification as well as the programming, space, and site requirements for a new County Jail facility. The services provided under Amendment #2 include an updated Needs Assessment based on daily bed count data for the previous five (5) years; detailed civil engineering investigations and analyses of potential sites; and a Comprehensive Planning Study outlining the requirements to fund, build, and staff a new jail.

FINANCIAL IMPACT AND FUNDING SOURCE:

A total of \$311,601.30 is available to be used for all Jail Study costs. Currently, these funds exist in two (2) separate line items (\$159,601.30 in line item 310-4-094150-818600 and \$152,000.00 in line item 310-4-094150-818620). Once these funds are combined into line item 310-4-094150-818620, sufficient funds will exist to cover Amendment #2 in the amount of \$260,222.

RECOMMENDATION:

County Staff recommends the Board approve combining all jail study monies into one line item, 310-4-094150-818620 --- Jail-Community Based Corrections

Plan, and approve Amendment #2 in the amount of \$260,222 to Moseley Architects as attached.

MOTION:

"I make a Motion approving combining all jail study monies into one line item, 310-4-094150-818620 --- Jail-Community Based Corrections Plan, and approve Amendment #2 in the amount of \$260,222 to Moseley Architects as attached."



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Pittsylvania County Community Based
Corrections Plan

AGREEMENT INFORMATION:
Date: October 19, 2017

AMENDMENT INFORMATION:
Amendment Number: 002

Date: April 13, 2023

OWNER: *(name and address)*
Stuart Turille, County Administrator
stuart.turille@pittgov.org
1 Center Street
Post Office Box 426
Chatham, Virginia 24531

ARCHITECT: *(name and address)*
Anthony J. Bell Jr. III, AIA, Vice
President
Moseley Architects P.C.
3200 Norfolk Street
Richmond, Virginia 23230

The Owner and Architect amend the Agreement as follows:

Architect shall provide Additional Services as described in Architects' proposal letter dated, April 13, 2023, and attached hereto as Exhibit A and Timmons Group proposal letter dated April 13, 2023 and attached hereto as Exhibit B.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Compensation shall be the lump sum of Two Hundred Sixty Thousand, Two Hundred Twenty-Two and 00/100 Dollars (\$260,222.00), as follows:

| | |
|--|---------------|
| Additional Services for optional and budget development (Moseley Architects 118 hours X \$205/hr.Timmons Group \$2,000.00): | \$ 26,190.00 |
| Jail Property Site Investigation and Planning Study Site Plan (Timmons Group): | \$ 65,860.00 |
| Moseley Architects Management of Timmons Group: | \$ 13,172.00 |
| CBCP Needs Assessment | \$ 60,000.00 |
| CBCP Planning Study: | \$ 95,000.00 |
| Total: | \$ 260,222.00 |

Hourly rates moving forward shall be in accordance with the hourly rate schedule enclosed with Exhibit A.

Schedule Adjustment:

In accordance with Exhibit A. CBCP will be submitted to the Virginia Department of Corrections prior to December 29, 2023.

SIGNATURES:

Moseley Architects P.C.
ARCHITECT *(Firm name)*

Pittsylvania County, Virginia
OWNER *(Firm name)*

Anthony J. Bell III, AIA
Vice President
PRINTED NAME AND TITLE

Stuart Turille
County Administrator
PRINTED NAME AND TITLE

DATE

DATE

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

| | | | | | |
|--------------------------|---|---------------------|------|----|-----------------------|
| Agenda Title: | Chatham Hall/Chatham Community Center Lease Approval | | | | |
| Staff Contact(s): | Justin Price | | | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.i. | | |
| Attachment(s): | <table border="1"> <tr> <td>1.</td> <td>Chatham Hall Contract</td> </tr> </table> | | | 1. | Chatham Hall Contract |
| 1. | Chatham Hall Contract | | | | |
| Reviewed By: | JVH | | | | |

SUMMARY:

County Parks and Recreation plans to enter a Lease Agreement ("Lease") with Chatham Hall for use of the Chatham Community Center gym for their Fall and Winter sports. Due to current renovations at Chatham Hall, they are in need of gym space for their practices and games. This Lease will not interfere with any regularly scheduled County events or rentals at the Community Center. For the Board's review and consideration, attached is a copy of the Lease previously signed by Chatham Hall.

FINANCIAL IMPACT AND FUNDING SOURCE:

Approving this Lease will bring additional revenue in the amount of \$17,850 to the County's Parks and Recreation Department.

RECOMMENDATION:

County Staff recommends the Board approve the execution of the attached Lease with Chatham Hall.

MOTION:

"I make a Motion approving the execution of the Lease with Chatham Hall as attached."

This policy pertains to the Pittsylvania County Community Center located at 115 South Main Street, Chatham, VA 24531.

Please make all payments payable to: Pittsylvania County, PO Box 426, Chatham VA, 24531.

Facility Rental Rules & Regulations

- Parks and Recreation reserves the right to accept or reject, at any time, any application for use of facilities. Advance payment of fees will be refunded if rejection of application is deemed necessary.
- Community Center Reservation Applications shall be completed and submitted by an adult, 18 years of age or over, and at least thirty (30) working days prior to the requested date of the event. No permits shall be issued to minors. The reservation security deposit must accompany the reservation application to hold the reservation.
- Any group or organization that has damaged or destroyed the Center's property or has failed to follow established policy in the past may be denied a permit. Staff shall consider the safety, health and welfare of persons and the security, preservation, and orderly use of the Center as criteria when renewing permit applications. Parent/guardian will be responsible for behavior of minors. Permit holder is required to follow all local ordinances and laws.
- Charging admissions, selling tickets, games of chance or solicitation of money in any manner without prior approval of the Director of Parks and Recreation is prohibited. This includes the sale of and /or peddling of any foods, refreshments, novelties, or goods.
- The Center may, at its discretion, require the lessee to provide, at the lessee's sole expense, any police, fire, and/or other center staff as deemed reasonable for the protection and preservation of the public property and peace.
- The Center requires the lessee to meet such other special conditions as are deemed reasonable and necessary for the safe and effective functioning of the proposed event.
- Caterers used by groups must be licensed. Unlicensed caterers will be required to obtain a banquet permit from the Health Department to prepare food in the facility kitchen.
- Care of Property: Property shall be left free of trash/debris and in similar conditions to those that existed prior to authorized use. Failure to comply could result in loss of security deposit or additional charges being levied.

Alcohol

Alcohol will be prohibited at the Pittsylvania County Community Center.

Insurance

The sponsor of any event may be required to provide liability insurance in an amount no less than \$1,000,000.00 for the center. Additional insurance may be required at the discretion of the Parks and Recreation Department. The event sponsor shall agree to hold Pittsylvania County harmless from any damage or claims arising from the action of the permit holder, his/her employee(s) or patrons while the facility is in use. Also, the permit holder must agree to indemnify Pittsylvania County from and against any and all claims, loss, injury, causes of action and any consequential and incidental damages incurred during the use of the facility, including reasonable attorney fees and costs.

Security Deposit Fees

The Center requires a signed contract and security deposit from each lessee at the time of rental. The deposit is refunded if no damage occurs and the area is left in a clean and satisfactory condition. Failure to comply shall, at the Director of Parks and Recreation's discretion, result in the Center's retention of any required security deposit to reimburse the Center for staff time and any expenses incurred as a result of applicant's failure to perform these duties. The deposit is not a limit on the liability of the sponsor for payment of clean-up costs or repair of any damage to the facility as a result of the event.

Cancellations must be made in writing to the Community Center. Security deposits for reservations cancelled less than thirty (30) days prior to event date are non-refundable.

| Room | Security Deposit |
|--------------|------------------|
| Art Room | None |
| Gallery Room | |
| Grand Hall | \$100 |
| Gym | \$100 |

SECURITY DEPOSIT NOTE: At the discretion of Pittsylvania County Parks and Recreation, Non-Profit entities may be eligible for a waving of the security deposit.

Rental Fees

A fee will be charged in accordance with the fee schedule below. Checks must be made payable to Pittsylvania County and must be submitted at least thirty (30) working days in advance of the rental date. The rental fee will include the security deposit, rental of space, set-up and take-down fees and any other additional fees. Reservations are not considered final until all fees have been paid. Please do not send invitations or make other arrangements until your application has been approved and paid in full.

| Room | Capacity | Bleacher | Rental | Rental | Set Up/Take Down Staff Fee | Additional Fees |
|--------------------------------|----------------------|----------------|----------------|----------------|-----------------------------------|------------------|
| | <u>Theatre Style</u> | <u>Seating</u> | <u>4 Hours</u> | <u>8 Hours</u> | <u>Flat Rate</u> | |
| Art Studio | 40 | 20 | \$50.00 | \$100.00 | \$40.00 | \$25.00 Per Hour |
| Kitchen | n/a | n/a | \$50.00 | \$100.00 | - | \$12.50 Per Hour |
| Kitchen (use of center dishes) | n/a | n/a | \$75.00 | \$150.00 | - | \$18.75 Per Hour |
| Gallery Room | 100 | n/a | \$140.00 | \$280.00 | \$60.00 | \$35.00 Per Hour |
| Grand Hall | 175 | n/a | \$160.00 | \$320.00 | \$80.00 | \$40.00 Per Hour |
| Gymnasium | 450 | 134 | \$340.00 | \$680.00 | \$120.00 | \$85.00 Per Hour |
| Stage | - | - | - | - | \$20 per section (max 4 sections) | |
| Mic, Podium, Speakers | - | - | - | - | \$20.00 | |
| Park Picnic Shelter | - | - | - | - | \$50 (4-hour rental) | |

RENTAL FEE NOTE: At the discretion of Pittsylvania County Parks and Recreation, Non-Profit entities may be eligible for a 50% reduction of room RENTAL. This reduction does not include SET UP/TAKE DOWN STAFF FEES.

I/We the undersigned have read the Pittsylvania County Community Center Facility Use Policy and agree to adhere to all the policies contained herein.

Signature: Jennifer M. Hiltzine

Date: 5/11/2023

Pittsylvania County Community Center and Chatham Hall

hereinafter respectfully called the Center and the User.

This agreement provides for the use of the Gym

***For Chatham Hall for their Fall and Winter Sports. For a cost breakdown please see excel spreadsheet attached to contract.**

Release, Waiver of Liability & Indemnity

In consideration of being permitted to utilize these areas of the Center for the above-mentioned purpose, and for payment of the above cited use fees, the User, for itself and all its employee's, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities for any purpose constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the User finds and accepts same as being safe and reasonably suited for the purpose, use or participation.

In further consideration of being permitted to enter the Center for any purpose consistent with this agreement, including but not limited to evaluation or use of facilities or equipment, the User hereby agrees to the following:

1. The User hereby releases, waives, discharges and covenants not to sue the Center, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the User, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to person or property or resulting in death of the User, whether caused by negligence of the releases or otherwise while the User or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.
2. The User shall agree to hold Pittsylvania County harmless from any damage or claims arising from the action of the permit holder, his/her employee(s) or patrons while the facility is in use. Also, the permit holder must agree to indemnify Pittsylvania County from and against any and all claims, loss, injury, causes of action and any consequential and incidental damages incurred during the use of the facility, including reasonable attorney fees and costs.
3. The User hereby agrees to indemnify, defend, save, and hold harmless the releases from any loss, liability, damage, or cost they may incur arising from the User's operations at the Center premises, including but not limited to use of Center's equipment or facilities, regardless of whether such harm is caused by a sole or partial fault of the releases.

Community Center Use of Facilities Agreement – 1

4. The User hereby assumes full responsibility for and risk of bodily injury, death, or property damage that may be incurred arising from the User's operations at the Center premises, including but not

limited to use of the Center's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releases.

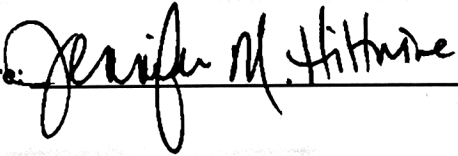
The User further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- The User shall not violate any city, county, state, or federal law in or about the said premises.
- The User shall not assign this agreement without written consent of the Center.
- When deemed necessary by the Center, the User shall provide certificates compensation insurance and of general liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.
- When deemed necessary by the Center, the User shall name Pittsylvania County as an additional insured on its general liability policy with annual verification and notice of cancellation.
- This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that either party drafted the language in question.

The User has read and voluntarily signs this Use of Facilities Agreement and the incorporated release and waiver of liability and indemnity and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

User Signature: _____



Date: _____

5/1/2023

Center Staff: _____



Date: _____

5/5/2023

PITTSYLVANIA
COUNTY, VIRGINIA
PARKS AND RECREATION

Community Center Reservation Application

115 South Main Street, PO Box 426, Chatham Virginia 24531

434-432-7736 • recreation@pittgov.org • pittsylvaniacountyva.gov/recreation

Facility Requested

Room Gym

Organization Chatham Hall

Name Jeremy Eubank

Day Phone (434) 221-4656 Evening Phone _____

Address 800 Chatham Hall Cir.

City Chatham State VA Zip 24531

Email Address _____

Event

Date: Fall & Winter Sports Day of Week: M-F

Starting Time: 4:00 Ending Time: 6:00

Number Attending: _____

State Purpose of use or type of activity

Gym for practice and games for Chatham Hall Fall and Winter sports

Special Instructions or equipment

When Chatham Hall has games Parks and Rec. understands they may go over their two-hour window.

Note:

- Law enforcement presence may be required at any event, at the sole discretion of the Community Center. The applicant is responsible for any cost associated with the scheduling of law enforcement.

I have read and understand the Facility Use Policy and hereby agree to comply with its content. I understand that failure to observe these regulations or County, City, State or Federal law will result in cancellation of my event and forfeiture of all fees paid for the event.

Signature: Jennifer M. Hiltz Date: 5/1/2023

| OFFICE USE ONLY | |
|---|--|
| Date Received: _____ By: _____ | Insurance Certificate: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Deposit Amount: \$ _____ <input checked="" type="checkbox"/> Date Paid: _____ Check #: _____ • Money Order • Cash | Rental Fee: \$ _____ Staff Fee: \$ _____ Total Fees: \$ _____ Date Paid: _____ Check #: _____ • Money Order • Cash |

| Week | Hours | Cost | Total | |
|-----------------------|----------|---------------|-------|------------------------------|
| 08/28/2023 - 09/01/23 | 10 hours | \$85 per hour | \$850 | |
| 09/04/23-09/08/23 | 10 hours | \$85 per hour | \$850 | |
| 09/11/23-09/15/23 | 10 hours | \$85 per hour | \$850 | |
| 09/18/23-09/22/23 | 10 hours | \$85 per hour | \$850 | |
| 09/25/23-09/29/23 | 10 hours | \$85 per hour | \$850 | |
| 10/02/23-10/06/23 | 10 hours | \$85 per hour | \$850 | |
| 10/09/23-10/13/23 | 10 hours | \$85 per hour | \$850 | |
| 10/16/23-10/20/23 | 10 hours | \$85 per hour | \$850 | |
| 10/23/23-10/27/23 | 10 hours | \$85 per hour | \$850 | |
| 10/30/23-11/04/23 | 10 hours | \$85 per hour | \$850 | |
| | | | | Total for Fall Sports |
| | | | | \$8,500 |

| Week | Hours | Cost | Total | |
|-------------------|----------|---------------|-------|--------------------------------|
| 11/06/23-11/10/23 | 10 hours | \$85 per hour | \$850 | |
| 11/13/23-11/17/23 | 10 hours | \$85 per hour | \$850 | |
| 11/27/23-12/01/23 | 10 hours | \$85 per hour | \$850 | |
| 12/04/23-12/08/23 | 10 hours | \$85 per hour | \$850 | |
| 1/8/2024-01/12/24 | 10 hours | \$85 per hour | \$850 | |
| 01/15/24-01/19/24 | 10 hours | \$85 per hour | \$850 | |
| 01/22/24-01/26/24 | 10 hours | \$85 per hour | \$850 | |
| 01/29/24-02/02/24 | 10 hours | \$85 per hour | \$850 | |
| 02/05/24-02/09/24 | 10 hours | \$85 per hour | \$850 | |
| 02/12/24-02/16/24 | 10 hours | \$85 per hour | \$850 | |
| 02/19/24-02/23/24 | 10 hours | \$85 per hour | \$850 | |
| | | | | Total for Winter Sports |
| | | | | \$9,350 |

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

| | | | |
|--------------------------|---|---|------|
| Agenda Title: | Appointment: Planning Commission (Dan River District); (Justin Brown) | | |
| Staff Contact(s): | Tim Chesher | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.j. |
| Attachment(s): | 1. | 05-01-2023 Justin Brown - Planning Commission | |
| Reviewed By: | JVH | | |

SUMMARY:

Brian Horne ("Horne"), the current Planning Commission Dan River Representative, has recently submitted his resignation, effective June 1, 2023. Supervisor Chesher desires to appoint Justin Brown ("Brown") to fill Horne's unexpired term, beginning June 1, 2023, and ending on December 31, 2025.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board follow Supervisor Chesher's recommendation and appoint Brown as the Planning Commission's Dan River Representative, beginning June 1, 2023, and ending on December 31, 2025.

MOTION:

"I make a Motion to appoint Brown as the Planning Commission's Dan River Representative, beginning June 1, 2023, and ending on December 31, 2025."

Serve on a Board or Commission

Submission Date: 05/01/2023 4:48

Full Name

Justin Brown

Full Address

14136 Old Richmond Rd
Keeling, VA 24566

Election District

Dan River

Phone

4342506489

Email

J.Browntrucking.04@gmail.com

Board, Committee, or Commission of Interest

Planning Commission

Disclaimer Members of the Board of Zoning Appeals are appointed by a local judge. The Board of Supervisors can make recommendations, but a judge actually makes the appointment.

Resume or Cover Letter

Education Background

High School education.

Occupation

Self Employed

Why do you want to serve on this Board?

To help benefit my community and its future growth.

What special skills/interests/qualifications would benefit you in this appointment?

As a small business owner in the community I have an understanding for planning ahead and working thru problems with employees and customer service related issues. I'm also an auctioneer and have led multiple successful benefit events raising hundreds of thousands of dollars for local citizens in the community.

Code of Ethics/Model of Excellence

Yes

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Information Only

| | | | |
|--------------------------|---|---------------------|------|
| Agenda Title: | Appointment: Dan River Business Development Center Board of Directors (Supervisor Dudley) | | |
| Staff Contact(s): | Darrell Dalton | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.k. |
| Attachment(s): | None | | |
| Reviewed By: | JVH | | |

Article IV, Board Committees, Section 4-2, of the Board's Bylaws states: "At the Board's Reorganizational Meeting, or at any other appropriate time(s), membership to the above Standing Committees and the following entities shall be appointed by the Board Chairman for a specific term of office as determined by the Chairman." The Dan River Business Development Center's Board of Directors ("DRBDC") is one of the designated entities for which the Board's Chairman has appointing authority. Accordingly, Chairman Dalton hereby notifies the Board, upon Supervisor Chesher's resignation, that he is appointing Vice-Chairman Dudley to the DRBDC's Board of Directors for the remainder of 2023. No Motion is needed on this matter.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

| | | | |
|--------------------------|--|---|------|
| Agenda Title: | Reappointment: Danville Community College Advisory Board (Ann Cassada) | | |
| Staff Contact(s): | Board of Supervisors | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.I. |
| Attachment(s): | 1. | 05-09-2023 Ann Cassada - DCC Advisory Board | |
| Reviewed By: | JVH | | |

SUMMARY:

Ann Cassada ("Cassada") is currently one (1) of the County Representatives on the Danville Community College's ("DCC") Advisory Board, and her term is set to expire on June 30, 2023. Cassada desires to be reappointed to the DCC Advisory Board for another three (3)-year term, beginning July 1, 2023, and ending on June 30, 2026. This is an At-Large Appointment.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board reappoint Cassada to the DCC Advisory Board for another three (3)-year term, beginning July 1, 2023, and ending on June 30, 2026.

MOTION:

"I make a Motion reappointing Cassada to the DCC Advisory Board for another three (3)-year term, beginning July 1, 2023, and ending on June 30, 2026."

Serve on a Board or Commission

Submission Date: 05/09/2023 5:04

Full Name

Lillian Cassada

Full Address

2524 Ridge Rd
Danville, VA - Virginia 24540

Election District

Westover

Phone

4342519906

Email

ann.cassada@pcs.k12.va.us

Board, Committee, or Commission of Interest

DCC Advisory Board

***Disclaimer* Members of the Board of Zoning Appeals are appointed by a local judge. The Board of Supervisors can make recommendations, but a judge actually makes the appointment.**

Resume or Cover Letter

Education Background

Bachelors of Science: Averett University, Master of Science Radford University, Post-graduate Administrative Endorsement: Averett University

Occupation

Retired Assistant Superintendent for Support Services: Pittsylvania County Schools, Current Advisory Board Vice Chair Danville Community College

Why do you want to serve on this Board?

I have served as an educator and educational leader for over 39 years. My experiences have provided perspectives that enhance my leadership capacity to serve as an Advisory Board member. I have provided support in the selection of the current Community College president and serve as vice chair of the current advisory board. I am fully vested in the success of our local community college and see it as a vital component for the success of community. I have a great desire to continue to work to facilitate the success of our community college.

What special skills/interests/qualifications would benefit you in this appointment?

My multiple education experiences at instructional and administrative levels have equipped me to have meaningful perspectives that will enhance the success of the community college. Additionally, I serve on multiple community boards that provide insights regarding challenges and opportunities for our region. With these perspectives I have knowledge that will promote success and collaboration among multiple agencies. As a county native, I grew up and worked on a tobacco farm, had direct contact with former employees of textile and furniture businesses and manufacturers, so I understand that we must reinvent ourselves, as we maximize the potential of our citizens. I know that the efforts of K-12 and post-secondary institutions will be critical as we evolve into a successful community that attracts and retains talented citizens.

Code of Ethics/Model of Excellence

Yes



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Resolution

| | | | |
|--------------------------|--|---------------------------------------|------|
| Agenda Title: | Resolution # 2023-05-02 (Honoring Timothy W. Chesher) Adoption | | |
| Staff Contact(s): | Kaylyn McCluster | | |
| Agenda Date: | May 16, 2023 | Item Number: | 7.m. |
| Attachment(s): | 1. | 2023-05-02 Honoring Timothy W Chesher | |
| Reviewed By: | JVH | | |

SUMMARY:

The Honorable Timothy W. Chesher ("Chesher") was elected as the Board's Dan River District Representative in 2021, and held office from January 1, 2022, through June 1, 2023, the date of his effective resignation. With his dedication and leadership, Chesher has faithfully and dutifully served the Board and County citizens, and we express our sincerest appreciation to him for his outstanding service and exemplary leadership that has made him a significant figure in the County's history. The Board and the County wish him all the best in his future endeavors. For the Board's review and consideration, Resolution # 2023-05-02, honoring Chesher is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board adopt Resolution # 2023-05-02 as attached.

MOTION:

"I make a Motion adopting Resolution # 2023-05-02 as attached."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

RESOLUTION # 2023-05-02

RESOLUTION OF APPRECIATION FOR TIMOTHY W. CHESHER

VIRGINIA: At its Business Meeting on May 16, 2023, the Pittsylvania County Board of Supervisors (“Board”) adopted the following Resolution:

WHEREAS, the Honorable Timothy W. Chesher (“Chesher”) was elected to the Board as the Dan River District Representative in 2021, and held said office from January 1, 2022, through June 1, 2023; and

WHEREAS, Chesher has tirelessly given his time and effort to improve Pittsylvania County, Virginia (“County”), by serving on the following Board subcommittees: Finance, Legislative, Property and Building, and the Computer/Radio/Telecommunications Committee; and

WHEREAS, as an appointed representative of the Board, Chesher also served on the following other entities: Danville-Pittsylvania Regional Facility Authority, Dan River Business Development Center Board, Roanoke River Basin Association, and the Local Emergency Planning Commission; and

WHEREAS, Chesher, with his dedication and leadership, faithfully and dutifully served the Board and County citizens.

NOW THEREFORE, BE IT HEREBY RESOLVED, on behalf of the Board and all County citizens, that we express our sincerest appreciation to Chesher for his outstanding service and exemplary leadership that has made him a significant figure in the County’s history, and wish him all the best in his future endeavors; and

BE IT FURTHER RESOLVED that a copy of this Resolution be presented to Chesher.

Given under my hand this 16th day of May, 2023.

Darrell W. Dalton, Chairman
Pittsylvania County Board of Supervisors

Stuart J. Turille, Jr., Clerk
Pittsylvania County Board of Supervisors

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Information Only

| | | | |
|--------------------------|--|---------------------|------|
| Agenda Title: | General Presentations (Board of Supervisors); (if any) | | |
| Staff Contact(s): | Kaylyn McCluster | | |
| Agenda Date: | May 16, 2023 | Item Number: | 8.a. |
| Attachment(s): | None | | |
| Reviewed By: | JVH | | |

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



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Budget

| | | | | | | |
|--------------------------|--|---------------------|---------|----|--|--|
| Agenda Title: | FY 24 School Budget Public Hearing | | | | | |
| Staff Contact(s): | Kim VanDerHyde | | | | | |
| Agenda Date: | May 16, 2023 | Item Number: | 10.a.1. | | | |
| Attachment(s): | <table border="1"> <tr> <td>1.</td> <td colspan="2">NOTICE OF PUBLIC HEARING-SCHOOL AD-5.16.23</td> </tr> </table> | | | 1. | NOTICE OF PUBLIC HEARING-SCHOOL AD-5.16.23 | |
| 1. | NOTICE OF PUBLIC HEARING-SCHOOL AD-5.16.23 | | | | | |
| Reviewed By: | JVH | | | | | |

SUMMARY:

The Board is holding a Public Hearing tonight to hear citizen input on the proposed Fiscal Year 2024 ("FY 24") School Budget. Per Virginia law, said Budget will not be considered for adoption until seven (7) days after tonight's Public Hearing. For the Board's review and consideration, attached is a brief synopsis of the FY 24 School Budget, which shall be for informative and fiscal planning purposes only.

FINANCIAL IMPACT AND FUNDING SOURCE:

A copy of the Budget advertisement, with a Budget Synopsis, is attached.

RECOMMENDATION:

County Staff recommends the Board listen to citizen input regarding the FY 24 School Budget.

MOTION:

No action is required. The FY 24 School Budget will be considered for approval on Tuesday, May 23, 2023, at 4:00 PM, in the Board Meeting Room.

NOTICE OF PUBLIC HEARING

The Board of Supervisors of Pittsylvania County, Virginia, will hold a Public Hearing in the Board Meeting Room located at 39 Bank Street, SE, Chatham, Virginia, 24531, Tuesday, May 16, 2023 at 7:00 p.m., for citizen input on the proposed School Budget for Fiscal Year 2024. The School Budget is part of the overall County Budget, which does not propose a tax increase. A separate Public Hearing will be held on the proposed County Budget. A summary copy of the proposed School Budget is available for public viewing at the County Administrator’s Office, 1 Center Street, Chatham, Virginia, 24531, Monday - Friday, 8:00 a.m. to 5:00 p.m. A summary Budget will also be available on the County’s website at www.pittsylvaniacountyva.gov. Below is a brief synopsis of the School Budget, which shall be for informative and fiscal planning purposes only:

SCHOOL BOARD

| | Adopted Budget <u>2022-2023</u> | Proposed Budget <u>2023-2024</u> |
|------------------------------|--|---|
| <u>REVENUES</u> | | |
| From Sales Tax | 11,212,683 | 11,663,401 |
| From State Funds | 65,535,885 | 65,084,530 |
| From Federal Funds | 17,630,276 | 21,954,582 |
| From Local Funds | 21,096,356 | 22,096,356 |
| Cafeteria Receipts | 5,501,900 | 5,997,652 |
| From Other Funds | <u>1,028,567</u> | <u>1,028,567</u> |
| <u>Total</u> | \$ 122,005,667 | \$127,825,088 |
| <u>EXPENDITURES</u> | | |
| Instruction | 76,636,600 | 81,060,626 |
| Admn./Attend & Health Svcs | 4,891,459 | 5,253,874 |
| Pupil Transportation | 7,284,757 | 7,551,673 |
| Operation & Maintenance | 17,489,361 | 10,901,824 |
| Non-Instructional Operations | 5,535,585 | 5,892,627 |
| Facility | 273,118 | 2,400,000 |
| Technology | 4,392,887 | 8,766,812 |
| Cafeteria | <u>5,501,900</u> | <u>5,997,652</u> |
| <u>Total</u> | \$ 122,005,667 | \$127,825,088 |



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Budget

| | | | | | |
|--------------------------|--|---------------------|---------|----|--|
| Agenda Title: | FY 24 County Budget Public Hearing | | | | |
| Staff Contact(s): | Kim VanDerHyde | | | | |
| Agenda Date: | May 16, 2023 | Item Number: | 10.a.2. | | |
| Attachment(s): | <table border="1"> <tr> <td>1.</td> <td>NOTICE OF PUBLIC HEARING-COUNTY AD-5.16.23</td> </tr> </table> | | | 1. | NOTICE OF PUBLIC HEARING-COUNTY AD-5.16.23 |
| 1. | NOTICE OF PUBLIC HEARING-COUNTY AD-5.16.23 | | | | |
| Reviewed By: | JVH | | | | |

SUMMARY:

The Board is holding a Public Hearing tonight to hear citizen input on the proposed Fiscal Year 2024 ("FY 24") County Budget. Per Virginia law, the Budget will not be considered for adoption until seven (7) days after tonight's Public Hearing. For the Board's review and consideration, attached is a brief synopsis of the Budget, which shall be for informative and fiscal planning purposes only. The Budget does not propose a tax increase.

FINANCIAL IMPACT AND FUNDING SOURCE:

A copy of the Budget advertisement, with the Budget synopsis, is attached.

RECOMMENDATION:

County Staff recommends the Board listen to citizen input regarding the FY 24 County Budget.

MOTION:

No action is required. The FY 24 County Budget will be considered for approval on Tuesday, May 23, 2023, at 4:00 PM, in the Board Meeting Room.

NOTICE OF PUBLIC HEARING

The Board of Supervisors of Pittsylvania County, Virginia, will hold a Public Hearing in the Board Meeting Room, located at 39 Bank Street, SE, Chatham, Virginia, 24531, Tuesday, May 16, 2023 at 7:00 p.m., for citizen input on the proposed 2023 - 2024 County Budget. Said Budget will not be considered for adoption until seven (7) days after the Public Hearing. This Notice is published pursuant to §§ 15.2-2503, 15.2-2506, and 22.1-93 of the Code of Virginia, 1950, as amended. Below is a brief synopsis of the Budget, which shall be for informative and fiscal planning purposes only. Said Budget does not propose a tax increase. A separate Public Hearing will be held for citizen input on the proposed School Budget. A full text of the Budget is available for public viewing at the County Administrator's Office, 1 Center Street, Chatham, Virginia, 24531, Monday - Friday, 8:00 a.m. - 5:00 p.m. An electronic version of the Budget will be available on the County's website at www.pittsylvaniacountyva.gov.

GOVERNMENT

| <u>EXPENDITURES</u> | <u>2022-2023 ADOPTED</u> | <u>2023-2024 PROPOSED</u> |
|------------------------------|------------------------------|-------------------------------|
| General Gov't Expense | 5,674,949 | 7,029,507 |
| Judicial Admin. Expense | 2,071,540 | 2,313,913 |
| Public Safety | 22,124,466 | 23,939,117 |
| Health Dept./Social Services | 13,590,531 | 13,672,029 |
| Public Works | 9,335,644 | 12,468,639 |
| Education Expense | 122,017,277 | 127,836,428 |
| Parks, Rec. & Cultural | 2,079,427 | 2,285,701 |
| Grants | 3,131,993 | 3,754,226 |
| Community Dev. Expense | 2,183,462 | 2,340,883 |
| Capital Projects | 648,000 | 616,000 |
| Debt Service | 10,762,808 | 8,451,549 |
| Transfers | 23,493,371 | 26,400,104 |
| Misc/Non-Departmental | <u>1,766,031</u> | <u>1,808,325</u> |
| <u>TOTAL</u> | \$ 218,879,499 | \$232,916,421 |

| <u>REVENUES</u> | <u>2022-2023 ADOPTED</u> | <u>2023-2024 PROPOSED</u> |
|---------------------|------------------------------|-------------------------------|
| Local Funds | 64,936,166 | 68,532,072 |
| State Funds | 101,770,216 | 102,788,647 |
| Federal Funds | 28,550,046 | 33,065,898 |
| Carryover | 129,700 | 2,129,700 |
| Transfers | <u>23,493,371</u> | <u>26,400,104</u> |
| <u>TOTAL</u> | \$ 218,879,499 | \$232,916,421 |

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

| | | | | | | | | | |
|--------------------------|--|---------------------|-------|----|--|----|----------------------------|----|--|
| Agenda Title: | Resolution # 2023-05-03 (Writ of Special Election Petition/Order Filing Approval) Adoption | | | | | | | | |
| Staff Contact(s): | Vaden Hunt | | | | | | | | |
| Agenda Date: | May 16, 2023 | Item Number: | 12.a. | | | | | | |
| Attachment(s): | <table border="1"> <tr> <td>1.</td> <td>2023-05-03 Writ of Special Election Petition-Order</td> </tr> <tr> <td>2.</td> <td>Chesher resignation letter</td> </tr> <tr> <td>3.</td> <td>Chesher Timothy - Petition for Writ Special Election</td> </tr> </table> | | | 1. | 2023-05-03 Writ of Special Election Petition-Order | 2. | Chesher resignation letter | 3. | Chesher Timothy - Petition for Writ Special Election |
| 1. | 2023-05-03 Writ of Special Election Petition-Order | | | | | | | | |
| 2. | Chesher resignation letter | | | | | | | | |
| 3. | Chesher Timothy - Petition for Writ Special Election | | | | | | | | |
| Reviewed By: | JVH | | | | | | | | |

SUMMARY:

Virginia Code § 24.2-226 requires a governing body, within fifteen (15) days of the occurrence of a vacancy on the governing body, to petition the Circuit Court for its jurisdiction to issue a Writ of Special Election to fill the vacancy. Said Special Election is required to be held no later than the next General Election in November, unless the vacancy occurs within ninety (90) days of the next such General Election, in which event it shall be held promptly, but no later than the second such General Election. As the Board's Dan River Electoral District vacancy will occur on June 1, 2023, the Special Election must occur at the next General Election which is November 7, 2023. For the Board's review and consideration, Resolution # 2023-05-03, directing the County Attorney to petition the County's Circuit Court to issue a Writ of Special Election for a Special Election to be held on November 7, 2023, to fill the Board's Dan River Electoral District vacancy, is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board adopt Resolution # 2023-05-03 as attached and presented.

MOTION:

“I make a Motion adopting Resolution # 2023-05-03 as attached and presented.”

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2023-05-03**

**Resolution Directing County Attorney File Petition for Writ of Special Election for
Tuesday, November 7, 2023**

VIRGINIA: At Pittsylvania County Board of Supervisors’ (“Board”) Business Meeting on May 16, 2023, the following Resolution was presented and adopted:

WHEREAS, the Honorable Timothy W. Chesher (“Chesher”), the Board representative for the County’s Dan River Electoral District, submitted his formal resignation letter on April 20, 2023; thereby, leaving a vacancy in said office effective June 1, 2023; and

WHEREAS, the Dan River Electoral District Board Representative is an elected local office whose term would next be subject to a General Election on November 4, 2025; and

WHEREAS, Virginia Code § 24.2-226 states that the local governing body must, within fifteen (15) days of the occurrence of a vacancy in any elected local office, petition the Circuit Court to issue a Writ of Election to fill said vacancy. This Petition is timely per Virginia Code § 24.2-226; and

WHEREAS, Virginia Code § 24.2-226 further expressly states that “either upon receipt of the petition or on its own motion, the court shall issue the writ ordering the election promptly, which shall be no later than the next general election in November, or in May if the vacant office is regularly scheduled by law to be filled at that time, unless the vacancy occurs within 90 days of the next such general election in which event it shall be held promptly but no later than the second such general election;” and

WHEREAS, a Special Election on Tuesday, November 7, 2023, is (a) not within sixty (60) days of the end of Chesher’s term of office, (b) not within fifty-five (55) days of a Primary or General Election, and (c) not concurrent with a Primary Election. Therefore, the Tuesday, November 7, 2023, Special Election date fully complies with all the timing requirements contained in Virginia Code §§ 24.2-226 and 24.2-682; and

WHEREAS, finally, as various State and local elections are already scheduled for that day, Tuesday, November 7, 2023, will likely have good voter turnout. Moreover, utilizing said date will also allow the County to not needlessly expend additional financial resources by having a Special Election on another date.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the Board hereby officially directs J. Vaden Hunt, Esq., County Attorney, to petition the County’s Circuit Court Judge to issue a Writ of Special Election for Tuesday, November 7, 2023, due to the vacancy caused by the resignation of the County’s Dan River Electoral District Board Representative, to fill the remaining two (2) years of Chesher’s term of office.

Given under my hand this 16th day of May, 2023.

Darrell W. Dalton (Chairman)
Pittsylvania County Board of Supervisors

Stuart J. Turille (Clerk)
Pittsylvania County Board of Supervisors

Approved as to Form:

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

Vote

| | |
|-----------------------------------|-----|
| Darrell W. Dalton (Chairman) | ___ |
| Timothy W. Dudley (Vice-Chairman) | ___ |
| Timothy W. Chesher | ___ |
| William V. (“Vic”) Ingram | ___ |
| Robert M. Tucker, Jr. | ___ |
| Ronald S. Scearce | ___ |
| Robert (“Bob”) W. Warren | ___ |

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

Timothy Chesher

5678 Main St.

Mr. Stuart Turille
1 Center St
Chatham, VA 24531

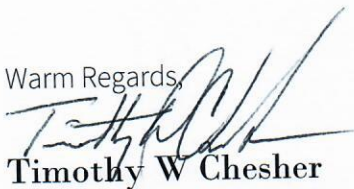
April 20, 2023

Dear Mr. Turille,

It is with sincere regret that I am respectfully submitting my letter of resignation to the Pittsylvania County Board of Supervisors, Dan River District, with an effective date of 6/1/2023. Due to recent health developments that will require my immediate attention, I feel that I cannot serve the residents of the Dan River District in an adequate and effective manner that they deserve and expect from their elected representative.

It has been both an honor and privilege to have been elected to serve the Dan River District and represent Pittsylvania County, and to be able to learn and work with some of the best people who have the best interest of success for our county.

Warm Regards,



Timothy W Chesher

Dan River District Supervisor

tim.chesher@pittgov.org

VIRGINIA:

IN THE CIRCUIT COURT OF THE COUNTY OF PITTSYLVANIA

THE BOARD OF SUPERVISORS OF)
PITTSYLVANIA COUNTY, VIRGINIA,) Case #: _____
)
Petitioner.)

PETITION FOR WRIT OF SPECIAL ELECTION

COMES NOW PETITIONER, THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY, VIRGINIA (“Board”), by its County Attorney, and pursuant to Virginia Code § 24.2-226, and requests that this Court issue a Writ of Special Election for Tuesday, November 7, 2023, to fill the vacancy in the Board representative for the Dan River Electoral District of Pittsylvania County, Virginia (the “County”), due to a resignation from office. In support thereof, Petitioner states the following:

1. The Honorable Timothy W. Chesher (“Chesher”), the Board representative for the County’s Dan River Electoral District, submitted his formal resignation letter on April 20, 2023; thereby, leaving a vacancy in said office effective June 1, 2023. A copy of Chesher’s resignation letter is attached hereto as Exhibit “A” and made a part fully hereof.
2. The Dan River Electoral District Board Representative is an elected local office whose term would next be subject to a General Election on November 4, 2025.
3. Virginia Code § 24.2-226 states that the local governing body must, within fifteen (15) days of the occurrence of a vacancy in any elected local office, petition the Circuit Court to issue a Writ of Election to fill said vacancy. This Petition is timely per Virginia Code § 24.2-226.
4. Virginia Code § 24.2-226 further expressly states that “either upon receipt of the petition or on its own motion, the court shall issue the writ ordering the election promptly, which shall be no later than the next general election in November, or in May if the vacant office is regularly scheduled by law to be filled at that time, unless the vacancy occurs within 90 days of the next such general election in which event it shall be held promptly but no later than the second such general election.”
5. At its Business Meeting on May 16, 2023, the Board unanimously adopted Resolution # 2023-05-03 requesting a Special Election on Tuesday, November 7, 2023. An executed copy of the Board’s Resolution is attached hereto as Exhibit “B” and made a part fully hereof.
6. A Special Election on Tuesday, November 7, 2023, is (a) not within sixty (60) days of the end of Chesher’s term of office, (b) not within fifty-five (55) days of a Primary or General Election, and (c) not concurrent with a Primary Election. Therefore, the Tuesday,

November 7, 2023, Special Election date fully complies with all the timing requirements contained in Virginia Code §§ 24.2-226 and 24.2-682.

7. Finally, as various State and local elections are already scheduled for that day, Tuesday, November 7, 2023, will likely have good voter turnout. Moreover, utilizing said date will also allow the County to not needlessly expend additional financial resources by having a Special Election on another date.

WHEREFORE, Petitioner respectfully requests that this Court issue a Writ of Special Election for Tuesday, November 7, 2023, due to the vacancy caused by the resignation of the County's Dan River Electoral District Board Representative, to fill the remaining two (2) years of Chesher's term of office.

**THE BOARD OF SUPERVISORS OF
PITTSYLVANIA COUNTY, VIRGINIA**

Counsel

J. Vaden Hunt, Esq. (VSB # 65574)
Pittsylvania County Attorney
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Chatham, Virginia 24531
vaden.hunt@pittgov.org
(434) 432-7720 (T)
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