



**BOARD OF SUPERVISORS
BUSINESS MEETING
Tuesday, October 17, 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 (September) (Staff Contact: Kaylyn McCluster)
 - b. Appointments: CCJB Membership Slate Approval (Staff Contact: Kaylyn McCluster)
 - c. Service Weapon Purchase Approvals (Stone; Arnold) (Staff Contact: Michael Taylor)
 - d. County's 2023 September Bill List Approval (Staff Contact: Kim VanDerHyde)
 - e. 2% Salary Increase Approval (Effective 12/1/23) (Staff Contact: Kim VanDerHyde)
 - f. Additional Holiday Time Approval (Staff Contact: Holly Stanfield)
 - g. CPMT Office Lease Extension Amendment Approval (Staff Contact: Vaden Hunt)
 - h. County Parks and Recreation Master Plan Update Award Approval (Staff Contact: Justin Price)
 - i. Amendment to Local Performance Agreement Execution Approval (Making Everything Possible, LLC) (Staff Contact: Matthew Rowe)

- j. VADEQ, Danville, County, and RIFA Memorandum of Agreement for VSMP Administration for Cane Creek Industrial Park Execution Approval (Staff Contact: Matthew Rowe)
- k. Resolution # 2023-10-01 (Support of Revised Scope of Smart Scale Project (UPC 119165) Route 29/Route 703 Intersection Improvements) Adoption (Staff Contact: Emily Ragsdale)
- l. Resolution # 2023-10-02 (Recognizing Dr. Kay Geyer's Animal Control Donations) Adoption (Staff Contact: Board of Supervisors)
- m. ESRI Small Government Enterprise Agreement Renewal Execution Approval (Staff Contact: Connie Gibson)
- n. Certificate of Recognition (Emily Marie Bivens Memorial Foundation) Transmission Approval (Staff Contact: Nancy Eanes)
- o. Professional Assessor Designation Letter Submission Authorization (Fred Pearson) (Staff Contact: Patsy Budd)
- p. PSAP Grant Appropriation Approval (Staff Contact: Kim VanDerHyde)
- q. Preventive Maintenance and Repairs for Solid Waste Collection Equipment (Staff Contact: Connie Gibson)

8. PRESENTATIONS

- a. General Presentations (Board of Supervisors); (if any) (Staff Contact: Kaylyn McCluster)

9. HEARING OF THE CITIZENS

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

10. PUBLIC HEARINGS

- a. **Rezoning Public Hearings**

Pursuant to Article V, Division 6, of the Pittsylvania County Zoning

Ordinance, the Board of Supervisors have been empowered to hear and decide specific zoning issues and zoning map changes in support of said Ordinance. In accomplishing this important task, the Board is responsible for promoting the health, safety, and general public welfare of the citizens of Pittsylvania County. The Board must ensure that all of its decisions and regulations be directed to these goals and that each be consistent with the environment, the comprehensive plan, and in the best interest of Pittsylvania County, its citizens, and its posterity.

1. Public Hearing: Case R-23-025; Michael and Jane Kendrick; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioners' request be granted. (Supervisor Ingram) (Staff Contact: Emily Ragsdale)
- b. **Other Public Hearings**

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

1. Public Hearing: PCC § 6-6-3 Revision (Southside Soccer Club, Inc., Tax Exemption Application) Approval (Staff Contact: Kaylyn McCluster)

11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**
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 (September)		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	October 17, 2023	Item Number:	7.a.
Attachment(s):	1.	09-19-2023 Work Session - DRAFT	
	2.	09-19-2023 Business Meeting - DRAFT	
Reviewed By:	JVH		

SUMMARY:

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

- (1) 09/19/2023 Work Session; and
- (2) 09/19/2023 Business Meeting.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

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

MOTION:

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

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'
WORK SESSION

September 19, 2023

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Work Session was held on September 19, 2023, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (3:30 PM)

Dalton called the Meeting to Order at 3:30 PM.

ROLL CALL

The following Board Members were present:

Darrell W. Dalton - Chairman, Callands-Gretna District
Timothy W. Dudley - Vice-Chairman, Staunton River District
Nancy K. Eanes - Dan River District
William V. ("Vic") Ingram - Tunstall District
Ronald S. Scarce - Westover District
Robert M. Tucker, Jr. - Banister District

Robert ("Bob") W. Warren - Chatham-Blairs District, participated remotely via phone due to illness, from the following address: 185 Sunny Knoll Lane, Danville, Virginia 24540.

APPROVAL OF AGENDA

Motion to approve Agenda.

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

STAFF, COMMITTEE, AND/OR CONSTITUTIONAL OFFICER REPORTS

a. 2024 Reassessment Update

Fred Pearson, Pearson's Appraisal Service, gave an update regarding the FY 2024 County Reassessment Project and the ways the citizens can schedule an appointment for an appeal. His full Presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

b. RiverStreet Broadband Project Update

Zack Church, RiverStreet Networks, gave a County Broadband Project Status Update. The fiber racks and OSE are installed in Sandy Level and there are currently eighty-eight (88) homes that can be connected; with 277 orders in the queue. Construction for Sandy Level is 82%, Renan is 65%, Java is 33%, with overall construction being 55% completed. Additional related information and Church's complete Presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

c. Public Hearing Signage Update

Ragsdale, Community Development Director, brought back to the Board an update as requested regarding Public Hearing signage. She reviewed the current sign and the information included on the signs, such as the length of time that the sign must stay up. Ragsdale also presented examples of what other localities use.

d. Citizens' Academy Presentation

McFarland, Public Relations Manager, gave a Presentation on the upcoming Citizens' Academy that will begin in November. Additional related information and her complete Presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

e. FY 2024 County Budget Amendments

Van Der Hyde, Finance Director, reviewed amendments for the carryovers, which are included in the Board's Business Meeting Packet. Additional related information and her complete Presentation can be found on the County's website at www.pittsylvaniacountyva.gov.

f. FY 2024 Capital Improvements Fund

Van Der Hyde, Finance Director, highlighted County Capital Improvement Plan items and her complete 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 4:25 PM.

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

a. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.

(1) Legal Authority:	Virginia Code § 2.2-3711(A)(8)
Subject Matters:	Fire and Rescue Service Agreement/Service Issues; Land Use Designation Change
Purpose:	Consultation with Legal Counsel/Legal Advice and 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: General Economic Development Update (Various Unannounced Prospective Businesses/Industries)
Purpose: Economic Development Project Updates on Unannounced Prospective Businesses/Industries

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 September 19, 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>
Nancy K. Eanes	Yes
William V. (“Vic”) Ingram	Yes
Ronald S. Scarce	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

September 19 , 2023

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Business Meeting was held on September 19, 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;
Nancy K. Eanes - Dan River District;
William V. ("Vic") Ingram - Tunstall District;
Ronald S. Searce - Westover District;
Robert M. Tucker, Jr. - Banister District; and

Robert ("Bob") W. Warren, Chatham-Blairs District, participated remotely via phone due to illness, from the following address: 185 Sunny Knoll Lane, Danville, Virginia 24540.

APPROVAL OF AGENDA

Motion to approve Agenda.

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

CONSENT AGENDA

Motion to approve Consent Agenda.

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

- a. Board Meeting Minutes Approval
- b. County's 2023 August Bill List Approval
- c. Resolution # 2023-09-01 (Dodson Commonwealth Transportation Board Recognition) Adoption
- d. November Board Meeting Date Change Approval

- e. School Cafeteria Year-End Fund Balance Appropriation Approval
- f. FY 2024 Capital Improvements Fund Appropriation Approval
- g. Landfill Cell C2 Design, Bidding and Construction Administration Services Agreement Execution Approval
- h. Mount Hermon Solid Waste Convenience Center Expansion Contract Award Approval
- i. Rail Trail Bridge Construction Bids Cancellation Approval
- j. 2023 VATI Agreement Amendment Execution Approval
- k. Hay Cutting Contract Lease Agreement Execution Approval

PRESENTATIONS

Delegate Adams presented Resolution # 2023-09-01 to Dodson.

HEARING OF THE CITIZENS

Patsy Graves voiced her concerns regarding the Blue Ridge Rock Festival.

Clark Graves also voiced his concerns regarding traffic and other issues that resulted from the Blue Ridge Rock Festival.

Vanessa Scarce stated she was heartbroken over the condition of the County. She shared her feelings regarding members taking Oaths and staying true, and asked the candidates if they truly had a heart to serve all citizens.

David Willis shared his opposition and concerns regarding the new RPD changes.

Jane Kendrick stated that she was so proud of their community group that has attended the last several meetings and spoke out voicing their concerns regarding the RPD changes and the Axton project. She requested the Board Members take into consideration the citizens of the County when making future decisions, because the citizens are the ones out in the communities helping others and they will be watching the votes that are taken.

PUBLIC HEARINGS

Rezoning Public Hearings

1. Public Hearing: Case R-23-021; Kevin and Frances Reynolds; Rezoning from R-1, Residential Suburban Subdivision, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioners' request be granted. (Supervisor Dalton)

In Case R-23-021, Kevin and Frances Reynolds (“Petitioners”) have petitioned to rezone 2.28 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow a second dwelling to be constructed on the property). The subject property is located on Coveway Lane, in the Callands/Gretna Election District, and shown on the Tax Maps as GPIN # 1563-32-5941. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35 178 are permitted. On August 1, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted.

Dalton opened the Public Hearing at 7:32 PM. No one signed up to speak and Dalton closed the Public Hearing at 7:32 PM.

Motion to approve the rezoning of 2.28 acres from R-1, Residential Suburban Subdivision District,

to A-1, Agricultural District, to allow a second dwelling to be constructed on the property.

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

2. Public Hearing: Case R-23-022; Larry Dalton; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Eanes)

In Case R-23-022, Larry Dalton (“Petitioner”) has petitioned to rezone 2.38 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow the property to be consolidated with an adjacent parcel zoned A-1). The subject property is located off State Road 713/Oak Grove Road, in the Dan River Election District, and shown on the Tax Maps as GPIN # 2452-87- 6518. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On August 1, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted.

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

Motion to approve the rezoning of 2.38 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: Eanes
SECONDER: Tucker
AYES: Dalton, Tucker, Warren, Scarce, Dudley, Ingram, Eanes
NAYS: None
ABSTAIN: None

3. Public Hearing: Case R-23-023; Willie Thompson; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted. (Supervisor Warren)

In Case R-23-023, Willie Thompson (“Petitioner”) has petitioned to rezone 11.18 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow the property to be subdivided). The subject property is located on State Road 746/Golf Club Road, in the Chatham-Blairs Election District, and shown on the Tax Maps as GPIN # 2400-54-4807. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On August 1, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted.

Dalton opened the Public Hearing at 7:36 PM. No one signed up to speak and Dalton closed the Public Hearing at 7:37 PM.

Motion to approve the rezoning of 11.18 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow the property to be subdivided.

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

4. Public Hearing: Case R-23-024 David and Mary Ellen Wright; Rezoning R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioners' request be granted (Supervisor Ingram).

In Case R-23-024, David and Mary Ellen Wright (“Petitioners”) have petitioned to rezone four (4) parcels, totaling 20.78 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow the property to be used for agricultural purposes). The subject properties are located off State Road 841/Whispering Pines Road and State Road 848/Joe Carter Road, in the Tunstall Election District, and shown on the Tax Maps as GPIN #s 1450-52-0882, 1450-52- 6657, 1450-53-3170, and 1450-62-0469. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On August 1, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted.

Dalton opened the Public Hearing at 7:39 PM. Wright was present to represent the Petition. No one signed up to speak and Dalton closed the Public Hearing at 7:39 PM.

Motion to approve the rezoning of 20.78 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow the property to be used for agricultural purposes.

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

Other Public Hearings

1. Public Hearing: FY 2024 County Budget Amendments

Virginia Code § 15.2-2507 states that “Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted budget as prescribed by section 15.2-2504. However, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing once in a newspaper having general circulation in that locality at least seven days prior to the meeting date.” An advertisement of the County Budget Amendments, attached, appeared in the *Chatham Star Tribune* on September 6, 2023, which satisfies the seven (7)-day legal notice requirement.

Dalton opened the Public Hearing at 7:41 PM. No one signed up to speak and Dalton closed the Public Hearing at 7:41 PM.

Motion to approve FY 2024 Budget Amendments totaling \$26,456,451.22 as presented.

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

2. Public Hearing: Pittsylvania County Code Amendments (RPD); (PCC §§ 35-298, -301, and -306)

At the Board's August 15, 2023, Business Meeting, County Staff was instructed to bring proposed amendments to Pittsylvania County Code ("PCC") §§ 35-298, 35-301, and 35-306 to the Board for potential action at the Board's September Business Meeting. This Public Hearing was duly advertised in the *Chatham Star Tribune* on September 6, 2023, and September 13, 2023.

Dalton opened the Public Hearing at 7:54 PM.

The following citizens voiced their concerns and opposition regarding the proposed revisions and the possibility of future items that could possibly be revised only because someone requests it:

Erica Spina
David Willis
Josh Austin
Jane Kendrick
Alaina Kiskadden

Dalton closed the Public Hearing at 8:12 PM.

Motion to approve the revisions to PCC §§ 35-298, 35-301, and 35-306 as presented.

RESULT: 6-1 (Approve)
MOVER: Warren
SECONDER: Tucker
AYES: Dalton, Tucker, Warren, Scarce, Dudley, Ingram
NAYS: Eanes
ABSTAIN: None

BOARD MEMBER REPORTS

- Eanes thanked those in attendance and stated she supports the citizens one hundred percent (100%). She stated she is in support of Economic Development, but she feels that she needs to go with the citizens in her District.
- Dudley thanked everyone that showed up to the Meeting and stated it is important that they know what is going on. He congratulated Dodson for his recognition and sent prayers for Kathy Dalton, who recently lost a brother. He also thanked County Staff for their work and all that they do, and sent thanks to Arnold for speaking with the citizens that could not attend the Board's Work Session.

- Warren thanked the citizens and told them that their voice does matter.
- Scearce mentioned an event on October 14, 2023, a fundraiser for Easton Coffey, who is a child with cancer. He stated the family has had astronomical medical costs and the child is currently at St. Jude's.
- Ingram stated that there were two (2) wonderful people lost recently; Rachel Merricks, due to cancer, and Donald Ricketts. He also stated that Sellers won the Track Championship at Dominion Raceway this past weekend.
- Tucker thanked County Staff and all the citizens that came out to speak. He also thanked his colleagues and stated that you must have the courage and fortitude to sit on the dais in these positions. He stated that when making a decision, he also looks at the bigger picture and the betterment of the entire County.
- Dalton thanked everyone for coming out and thanked County Staff for all their hard work. He stated they have the citizens at heart and will protect them in any way he can. He also thanked the Board for working together and making decisions to move the County forward.

COUNTY ADMINISTRATOR REPORTS

Turille thanked Arnold for the Broadband troubleshooting. He thanked McFarland for her work and stated he is excited about the Citizen's Academy.

ADJOURNMENT

Dalton adjourned the Meeting at 8:28 PM.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Appointments: CCJB Membership Slate Approval		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	October 17, 2023	Item Number:	7.b.
Attachment(s):	1.	CCJB Code Sections COV	
	2.	Appointments - Community Criminal Justice Board	
Reviewed By:	JVH		

SUMMARY:

Freda Holliday ("Holliday"), Director of Halifax/Pittsylvania Court Services, has identified members for the Community Criminal Justice Board ("CCJB") to include its newly expanded areas, and to replace a number of vacancies on the existing CCJB. For the Board's review and consideration, is the application Code of Virginia Section regarding the CCJB, a list that includes all individuals in the seven (7) jurisdictions the CCJB serves, and a list of individuals who have agreed to serve on the CCJB's multi-jurisdictional Board. This same list will go to each local governing body in each jurisdiction for official appointment.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the CCJB appointments as attached and recommended by Holliday.

MOTION:

"I make a Motion approving the CCJB appointments as attached and recommended by Holliday."

Code of Virginia
Title 9.1. Commonwealth Public Safety
Chapter 1. Department of Criminal Justice Services

§ 9.1-178. Community criminal justice boards.

A. Each county or city or combination thereof developing and establishing a local pretrial services or a community-based probation services agency pursuant to this article shall establish a community criminal justice board. Each county and city participating in local pretrial services or local community-based probation services shall be represented on the community criminal justice board. In the event that one county or city appropriates funds to these services as part of a multijurisdictional effort, any other participating county or city shall be considered to be participating if such locality appropriates funds to these services. Appointments to the board shall be made by each local governing body. In cases of multijurisdictional participation, unless otherwise agreed upon, each participating city or county shall have an equal number of appointments. Boards shall be composed of the number of members established by a resolution or ordinance of each participating jurisdiction.

B. Each board shall include, at a minimum, the following members: a person appointed by each governing body to represent the governing body; a judge of the general district court; a circuit court judge; a juvenile and domestic relations district court judge; a chief magistrate; one chief of police or the sheriff in a jurisdiction not served by a police department to represent law enforcement; an attorney for the Commonwealth; a public defender or an attorney who is experienced in the defense of criminal matters; a sheriff or the regional jail administrator responsible for jails serving those jurisdictions involved in local pretrial services and community-based probation services; a local educator; and a community services board administrator. Any officer of the court appointed to a community criminal justice board pursuant to this subsection may designate a member of his staff approved by the governing body to represent him at meetings of the board.

Code 1950, § 53-128.19; 1980, c. 300; 1982, c. 636, § 53.1-183; 1983, c. 344; 1988, c. 557; 1994, 2nd Sp. Sess., cc. 1, 2; 1995, cc. 502, 574, 768; 1996, c. 342; 1997, c. 339; 2000, c. 1040; 2001, c. 593; 2001, c. 844; 2002, c. 491; 2004, c. 395; 2007, c. 133.

Code of Virginia
Title 9.1. Commonwealth Public Safety
Chapter 1. Department of Criminal Justice Services

§ 9.1-180. Responsibilities of community criminal justice boards.

On behalf of the counties, cities, or combinations thereof which they represent, the community criminal justice boards shall have the responsibility to:

1. Advise on the development and operation of local pretrial services and community-based probation services pursuant to §§ 19.2-152.2 and 9.1-176 for use by the courts in diverting offenders from local correctional facility placements;
2. Assist community agencies and organizations in establishing and modifying programs and services for defendants and offenders on the basis of an objective assessment of the community's needs and resources;
3. Evaluate and monitor community programs and pretrial and local community-based probation services and facilities to determine their impact on offenders;
4. Develop and amend the criminal justice plan in accordance with guidelines and standards set forth by the Department and oversee the development and amendment of the community-based corrections plan as required by § 53.1-82.1 for approval by participating local governing bodies;
5. Review the submission of all criminal justice grants regardless of the source of funding;
6. Facilitate local involvement and flexibility in responding to the problem of crime in their communities; and
7. Do all things necessary or convenient to carry out the responsibilities expressly given in this article.

Code 1950, § 53-128.21; 1980, c. 300; 1982, c. 636, § 53.1-185; 1983, c. 344; 1991, c. 43; 1992, c. 740; 1994, 2nd Sp. Sess., cc. 1, 2; 1995, cc. 502, 574; 2000, c. 1040; 2001, c. 844; 2002, c. 491; 2007, c. 133.

**COMMUNITY CRIMINAL JUSTICE BOARD
FOR
HALIFAX/PITTSYLVANIA COURT SERVICES
(Serving Halifax, Pittsylvania, Franklin, Henry and Patrick Counties and the Cities of
Danville and Martinsville)**

Mr. Scott Simpson (Co. Adm. – Halifax County)
Mr. Christopher Whitlow (Co. Adm. – Franklin County)
Mr. Clarke Whitfield, Jr. (City Attorney – Danville)
Mr. J. R. Powell (Dep. Co. Adm. – Henry County)
Mr. Stuart Turille, Jr. (Co. Adm. – Pittsylvania County)
Ms. Beth Simms (Co. Adm. – Patrick County)
The Honorable Stacey W. Moreau (Circuit Court Judge – Pitts. Co., Franklin Co., Danville)
The Honorable James R. McGarry (Circuit Court Judge – Martinsville, Henry and Patrick Co.)
The Honorable Stephanie Vipperman (Gen. Dist. Ct. Judge – Martinsville, Henry & Patrick Co)
The Honorable Brian Turpin (JDR Ct. Judge – Pitts. Co, Franklin Co, Danville)
Tracy Quackenbush Martin (CA- Halifax Co.)
Michael Newman (CA – Danville)
Dayna Bobbitt (CA- Patrick Co.)
G. Andrew Hall (CA – Martinsville)
Cooper Brown (CA- Franklin Co.)
Fred Clark (Sheriff – Halifax Co.)
Steve Draper (Sheriff – City of Martinsville)
Bill Overton (Sheriff – Franklin Co.)
Mike Taylor (Sheriff – Pittsylvania. Co.)
Bryan Young (Chief, South Boston PD – Halifax)
Chris Wiles (Dep. Police Chief – Danville)
Vikram Kapil (Public Defender – Halifax County)
Sandra Haley (Public Defender – Martinsville, Henry & Patrick Counties)
Daniel Hosler (Chief Magistrate – Danville, Franklin and Pittsylvania Counties)
Ann Hylton (Chief Magistrate – Martinsville, Henry and Patrick Counties)
Chad Liscomb (Jail Adm – Blue Ridge Regional Jail Authority - Halifax)
Frank Mardavich (Danville Adult Detention - Danville)
Jim Bebeau (Director, Dan/Pitts Comm Services – Danville and Pittsylvania Co.)
Greg Preston (Director, Pied. Comm Services – Martinsville, Henry, Patrick and Franklin)
Kristi Bailey (P&P Chief – Danville and Pittsylvania County)
Jody Hess (General District Court Services Manager for Supreme Court –All District Courts –
Danville resident)
Larry Clark (Community Representative - Retired Halifax Co. Schools – Halifax)
Michael Lewis (Dir. Of Student Services & Accountability- Halifax County Schools)
Robert David (Coordinator of Youth and Gang Violence Prevention Programs- Danville)

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Service Weapon Purchase Approvals (Stone; Arnold)		
Staff Contact(s):	Michael Taylor		
Agenda Date:	October 17, 2023	Item Number:	7.c.
Attachment(s):	1.	Service Weapon Purchase Request	
Reviewed By:	JVH		

SUMMARY:

As authorized by Virginia Code § 59.1-148.3, the following Sheriff's Office personnel have requested to purchase their assigned duty weapons upon their retirement:

- Sergeant Jarrett Stone ("Stone"): retired April 3, 2023, with eighteen (18) years and seven (7) months of service; Glock 40 caliber Model 22 Serial # HHA-421; and
- Lieutenant Boyd Arnold ("Arnold"): retiring November 1, 2023, with twenty-nine (29) years and three (3) months of service; Glock 40 caliber Model 23 Serial # YHW-476

As with all transfers of firearms from the Sheriff's Office to eligible deputies at their retirement, a registered Federal Firearms Licensed dealer engaged in a business pertaining to the manufacture or importation of firearms and ammunition, or the interstate and intrastate sale of firearms, will make the transfer. The \$1.00 received from Stone and Arnold will be delivered to the County Treasurer with a letter of explanation. All documents related to that transfer will become a part of each personnel file.

FINANCIAL IMPACT AND FUNDING SOURCE:

Each firearm will be purchased for \$1.00.

RECOMMENDATION:

County Staff recommends approving the transfer of Stone and Arnold's service weapon to them for \$1.00 each.

MOTION:

"As authorized by Virginia Code § 59.1-148.3, I make a Motion approving the transfer of Stone and Arnold's service weapon to them for \$1.00 each."

Sheriff Mike Taylor,

I wish to purchase my duty weapon for \$1. My retirement date is November 1, 2023.

Thank you,

A handwritten signature in black ink, appearing to read "Boyd T. Arnold III". The signature is written in a cursive, flowing style.

Boyd T. Arnold III

PCSO REC'D
2023 AUG 11 PM 4:36

August 3, 2023

PCSD REC'D
2023 AUG 17 PM 1:13

ty
Sheriff Taylor,

I hope this letter finds you well and prosperous. As you are aware, my employment with the Pittsylvania County Sheriff's Office ended in April of this year (2023). Captain Scott Campbell informed me that I could purchase my service weapon for \$1.00, being that I had ten years of service with the department. I would like to purchase my weapon! Please let me know what steps I will need to complete to enable me to do so.

With warm regards,

Jarrett Stone

Jarrett Stone

750 Maple Rd
Callands, Va. 24530
434-713-9894

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	County's 2023 September Bill List Approval		
Staff Contact(s):	Kim VanDerHyde		
Agenda Date:	October 17, 2023	Item Number:	7.d.
Attachment(s):	None		
Reviewed By:	JVH		

SUMMARY:

At each Board Business Meeting, the County's Auditors recommend the Board review and approve payments made by the County as oversight of County Fund expenditures. For the Board's review and consideration, the County's September 2023 Bill List is found at the below link:

<https://weblink.pittgov.net/WebLink/Browse.aspx?id=488768&dbid=0&repo=PittGovDocs&cr=1>

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the County's 2023 September Bill List as presented.

MOTION:

"I make a Motion approving the County's 2023 September Bill List as presented."

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	2% Salary Increase Approval (Effective 12/1/23)		
Staff Contact(s):	Kim VanDerHyde		
Agenda Date:	October 17, 2023	Item Number:	7.e.
Attachment(s):	None		
Reviewed By:	JVH		

SUMMARY:

The Commonwealth of Virginia's Final Budget for FY 2024 was approved in September 2023. This Budget included a two percent (2 %) across the board increase effective December 1, 2023. This increase included Constitutional Officers (and their Staff), along with employees of Local DSS Offices across the State. Currently, there are three (3) Constitutional Officers who participate with the County's Personnel Plan, including the Pay and Classification Plan. As such, it is necessary that all salaries of employees on the County's Pay Plan be adjusted by two percent (2 %) to avoid compression and comparable pay among all Departments on the Plan.

FINANCIAL IMPACT AND FUNDING SOURCE:

The total increase due to the two (2 %) salary adjustment for all General Fund employees would be approximately \$300,000, offset by additional revenue from the Commonwealth of \$139,975 for a net financial impact to the General Fund of roughly \$160,025. Adjustments for the additional State revenue will be made in December. The remaining funds already exist in the current FY 2024 Budget.

RECOMMENDATION:

County Staff recommends the Board approve the additional two percent (2 %) salary adjustment for all employees effective December 1, 2023.

MOTION:

"I make a Motion approving the additional two percent (2 %) salary adjustment for all employees effective December 1, 2023."

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Additional Holiday Time Approval		
Staff Contact(s):	Holly Stanfield		
Agenda Date:	October 17, 2023	Item Number:	7.f.
Attachment(s):	None		
Reviewed By:	JVH		

SUMMARY:

Recently, the Virginia Supreme Court granted eight (8) hours of additional time off on Tuesday, December 26, 2023, for the Christmas Holiday, and eight (8) hours of additional time off on Tuesday, January 2, 2024, for the New Year Holiday. Per the County's Personnel Plan, this additional time off requires Board approval.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Executive Staff recommends the Board approve the eight (8) hours of additional holiday time on December 26, 2023, and eight (8) hours of additional holiday time on January 2, 2024, and authorize the County Administrator to notify all County Departments of the same.

MOTION:

"I make a Motion approving the eight (8) hours of additional holiday time on December 26, 2023, and eight (8) hours of additional holiday time on January 2, 2024, and authorize the County Administrator to notify all departments of the same."



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Action Item

Agenda Title:	CPMT Office Lease Extension Amendment Approval		
Staff Contact(s):	Vaden Hunt		
Agenda Date:	October 17, 2023	Item Number:	7.g.
Attachment(s):	1.	10-17-2023 CPMT Lease	
Reviewed By:	JVH		

SUMMARY:

Currently, CSA/CPMT leases office space from Lodge #24 A.F. & A.M. at 61 North Main Street, Chatham, Virginia 24531. Said lease is due to renew in January 2024, and is \$750 per month. This is the same as last year's lease, except that it will be for a three (3) month term, with the option of one (1) additional three (3) month term, and will be effective January 1, 2024. County Staff will be making renovations to the ETC building to begin to transition CSA/CPMT into that facility to save on rent costs. For the Board's review and consideration, the final lease is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

This is a budgeted item, and no additional funds are needed.

RECOMMENDATION:

County Staff recommends the Board approve the final lease as attached and presented.

MOTION:

"I make a Motion approving the final lease as attached and presented."

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made on _____, 2023, by and between Pittsylvania Lodge #24 A.F. & A.M., a fraternal organization (Landlord"), and the Pittsylvania County Board of Supervisors, a political subdivision of the Commonwealth of Virginia ("Tenant"), (individually "Party," collectively the "Parties").

WITNESSETH

Landlord is the owner of land and improvements commonly known and numbered as 61 North Main Street, Chatham, Virginia, 24531 (the "Building"), and legally described as follows: a two (2) story, brick, building of approximately 6,200 square feet.

Landlord desires to lease the first (1st) floor of the Building consisting of approximately 2,108 square feet the "Premises") to Tenant, and Tenant desires to lease the Premises from Landlord upon the covenants, conditions, and provisions herein set forth.

THAT FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties do hereby covenant and agree as follows:

1. TERM.

A. Initial Term. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the same from Landlord, for a three (3) month term beginning January 1, 2024, and ending April 1, 2024.

B. Renewal Term. Tenant may renew the Lease for one (1) additional term of three (3) months as agreed upon by Landlord and Tenant. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord, not less than thirty (30) days prior to the expiration of the continuing Term. The renewal term shall contain the same covenants, conditions, and provisions as provided in this Lease.

2. RENT.

Tenant shall pay to Landlord during the continuing Term rent of \$2,250.00 for three (3) months, payable in installments of \$750.00 per month. Each rent installment payment shall be due on the first day of each calendar month during the Lease term(s) to Landlord, and sent via U.S. Mail to Landlord's address as contained in the Notices Section of this Lease.

3. USE.

The Premises shall be used by the Tenant for an office and meeting area. Notwithstanding the forgoing, Tenant shall not use the Premises for the purposes of

storing, manufacturing, or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

4. SUBLEASE AND ASSIGNMENT.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation or other entity with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. ALTERATIONS AND IMPROVEMENTS.

Tenant, at Tenant's expense, shall have the right, following Landlord's consent, to remodel, redecorate, and make additions, improvements, and replacements of and to all or any part of the Premises from time-to-time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Premises, and fasten the same to the Premises. All personal property, equipment, machinery, trade fixtures, and temporary installations, whether acquired by Tenant at the commencement of the Lease term(s) or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the Lease term(s) provided that all damage to the Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

6. PROPERTY TAXES.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term(s) on the Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Premises, if any.

7. INSURANCE.

A. If the Premises, or any other part of the Building, is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair. The tenant will maintain fire legal liability insurance to cover such losses in a minimum amount of no less than \$250,000.00.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Premises in the amount of \$318,000.00. Tenant shall be responsible, at its

expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building, with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company authorized to conduct business in Virginia, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage of bodily injury, property damage, or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section. Tenant shall obtain the agreement of Tenant's insurer to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises or the Building.

8. UTILITIES.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone, internet, and other services and utilities used by Tenant on the Premises during the term(s) of this Lease, unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due, and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within thirty (30) days of invoice.

9. SIGNS.

Following Landlord's consent, Tenant shall have the right to place on the Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Premises resulting from the removal of signs installed by Tenant.

10. ENTRY.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Premises.

11. **PARKING.**

During the Lease's term(s), Tenant shall have the exclusive use in common with Landlord of the Building and Premises' automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time-to-time by Landlord.

12. **PREMISES RULES.**

Tenant will comply with the rules of the Premises, if any, adopted and altered by Landlord from time-to-time and will cause all of its agents, employees, invitees, and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules, if added, will be attached hereto as Exhibit "A" and incorporated herein for all purposes.

13. **DAMAGE AND DESTRUCTION.**

If the Premises or Building, or any part thereof, or any appurtenance thereto, is so damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right, within ninety (90) days following damage, to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Premises or Building, and if such damage does not render the Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this Section, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials, or labor, or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term(s) that the Premises or Building are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this Section extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Premises or Building, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. **DEFAULT.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for sixty (60) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the Lease's term(s) ended and

terminated by giving Tenant written notice of such intention, and if possession of the Premises is not surrendered, Landlord may reenter said Premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. QUIET POSSESSION.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, undisturbed, and uninterrupted possession of the Premises during the term(s) of this Lease.

16. CONDEMNATION.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. SUBORDINATION.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter arising upon the Premises, or upon the Building, and to any renewals, refinancing, and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien now existing or hereafter placed upon the Premises or the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time-to-time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. **NOTICES.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Pittsylvania Lodge # 24, A.F. and A.M.
P.O. Box 1225
Chatham, Virginia 24531

If to Tenant to:

Pittsylvania Board of Supervisors
Attn: County Administrator
1 Center Street
P.O. Box 426
Chatham, Virginia 24531

Landlord and Tenant shall each have the right from time-to-time to change the place Notice is to be given under this Section by written notice thereof to the other Party.

19. **BROKERS.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

20. **WAIVER.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

21. **MEMORANDUM OF LEASE.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant may execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

22. **HEADINGS.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

23. **SUCCESSORS.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors, and assigns.

24. **CONSENT.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

25. **PERFORMANCE.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of four percent (4%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

26. **COMPLIANCE WITH LAW.**

Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises.

27. **ENTIRE AGREEMENT.**

This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both Parties.

28. **APPLICABLE LAW.**

This Lease shall be construed according to the laws of the Commonwealth of Virginia.

29. **VENUE.**

The legal venue for any litigation arising out of this Lease shall be the appropriate court of Pittsylvania County, Virginia.

29. **BENEFIT.**

This Lease shall inure to the benefit of, and shall bind the heirs, successors, and assigns of the Parties.

30. **NON-APPROPRIATION PROVISION.**

Notwithstanding any other provision in this Lease to the contrary, if the Tenant fails during any fiscal year to appropriate or allocate sufficient funds to pay the amounts to be paid by the Tenant pursuant to the provisions of this Lease which become due or payable during such fiscal year, then this Lease and all the obligations of the Tenant hereunder shall automatically terminate at the end of the fiscal year in which such non-appropriation occurs. The Tenant agrees to use its reasonable efforts to obtain any necessary funding contemplated by this Lease, on an annual basis.

31. **OTHER RESPONSIBILITIES OF LANDLORD AND TENANT.**

A. **Landlord's Responsibilities:**

(1) **Structural Components, Capital Expenditures, Fire and Casualty Insurance, Real Estate Taxes.** The Landlord agrees to be fully and solely responsible for the maintenance and repair of the structural portions of the Premises and Building, which include the roof, foundation, and load-bearing walls outside of the interior of the improvements on the Premises.

(2) **Landscaping and Lawn Maintenance.** Landlord agrees to be fully and solely responsible for landscaping and lawn maintenance of or related to the Premises/Building.

(3) **Maintenance of the Premises/Center.** Landlord agrees to be fully and solely responsible for maintaining and repairing the Premises'/Building's heating and air conditioning systems ("HVAC"). As part of maintaining said systems, Landlord shall be solely responsible for the replacement of mechanical system filters. All repairs and replacements made by Landlord shall be of at least equal in class and quality to the original equipment and workmanship. Any repairs and replacements made by Landlord, at its expense to the plumbing, electrical and heating, and air conditioning units, fixtures, and facilities, must be provided by a qualified licensed contractor, plumber, or electrician.

B. Tenant's Responsibilities:

(1) Janitorial Services, Paper Products, and Light Bulbs. Tenant agrees to be fully and solely responsible for any and all janitorial services, bathroom related paper products, and replacement of light bulbs in and on/in the Premises.

(2) Waste Disposal. Tenant agrees to be fully and solely responsible for trash and waste disposal, including the cost of storage and removal of the same from the Premises/Building. Tenant shall abide by all laws, rules, ordinances, and regulations established by any governmental body, entity, or political subdivision, with regard to the collection, storage and disposal of waste on the Premises/Building.

(3) Snow Removal. Tenant shall be responsible for snow removal for the Premises.

Witness the following signatures and seals:

LANDLORD:

PITTSYLVANIA LODGE # 24 A.F. & A.M.

By: _____
Name (Printed): _____
Its: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____:

BE IT REMEMBERED, that before me on this ___ day of _____, 2023, appeared _____, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day set forth above.

NOTARY PUBLIC

TENANT:

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

By: _____
Name (Printed): _____
Its: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF _____:

BE IT REMEMBERED, that before me on this ___ day of _____, 2023,
appeared _____, who acknowledged the signing of the
foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my
official seal, on the day set forth above.

NOTARY PUBLIC

APPROVED AS TO FORM

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Action Item

Agenda Title:	County Parks and Recreation Master Plan Update Award Approval		
Staff Contact(s):	Justin Price		
Agenda Date:	October 17, 2023	Item Number:	7.h.
Attachment(s):	1.	RFP 20230621 Master Plan combined	
	2.	2023-2024 GL VA Pittsylvania County Master Plan COI	
	3.	Contract VA Pittsylvania County Master Plan for Parks and Recreation_BD Final 10.03.2023	
Reviewed By:	JVH		

SUMMARY:

On September 8, 2023, County Staff conducted interviews with consultants for the County Parks and Recreation Master Plan update. County Staff selected BerryDunn as the contracted consultant for the same. For the Board's review and consideration, related documentation is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The total Master Plan update's cost is \$102,536. Funding for this project is coming from the following: (1) Danville Regional Foundation Grant (\$25,000); (2) \$23,971.55 Department of Forestry Grant (\$23,971.55); and (3) County Parks and Recreation carryovers from the Department's FY 23 County Budget (\$55,000).

RECOMMENDATION:

County Staff recommends the Board accept the contract for the Recreation Master Plan from BerryDunn.

MOTION:

"I make a Motion to awarding the Master Plan update to BerryDunn as presented, and authorize the execution of all related appropriate documentation."



PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

REQUEST FOR PROPOSAL

RFP# 20230621

MASTER PLAN FOR PARKS AND RECREATION

CONTACTS:

CONNIE.GIBSON@PITGOV.ORG, 434-432-7744

JUSTIN.PRICE@PITGOV.ORG, 434-432-1764

**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS
Park and Recreation Master Plan**

1.0 **GENERAL INSTRUCTIONS**

1.1 Invitation

The Pittsylvania County Purchasing Department, on behalf of the Pittsylvania County Board of Supervisors, hereby issues to qualified firms, licensed in the State of Virginia, a Request for Proposal (hereinafter referred to as “RFP”), for updating the Parks and Recreation Master Plan.

1.2 Deadline

Three (3) copies of the sealed proposal and one (1) electronic version shall be submitted no later than 2:00 p.m., July 27, 2023 to the following:

Connie Gibson, Purchasing Manager
Pittsylvania County Purchasing Department
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 #20230621: Parks & Rec Master Plan."** Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror (see page 3). All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. **All Proposals shall be received by 2:00 p.m., July 27, 2023.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

QUESTIONS:

1. All questions regarding this RFP must be made in writing. The written questions must be received by the County no later than 10:00 a.m., July 10, 2023. Questions may be emailed to: Connie.gibson@pittgov.org.
2. All responses to questions will be posted on Pittsylvania County website: www.pittsylvaniacountyva.gov by 4:00 p.m. July 11, 2023. The offeror has the sole responsibility to go to the website and receive the responses or by contacting Connie Gibson requesting them by emailed. The responses will be an addendum to the RFP. All such responses by the County shall become part of the RFP.
3. Oral instructions do not become part of the proposal documents.

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

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

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

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

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

Name and Address Of Firm:

_____ Date: _____

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

_____ Name: _____
(Please Print)

_____ Zip Code _____ Title: _____

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

E-mail: _____ State of Incorporation: _____

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

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

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

(Return this Form)

A. Invitation

Pittsylvania County (“County”) is seeking proposals from qualified consulting firms to update the County’s Parks and Recreation Master Plan originally prepared in 2010 (see attachment A) to reflect current national and regional industry trends; facility and programming needs and interests, as expressed by County residents; and current and forecasted County demographic trends. The update to the master plan should also have an emphasis on outdoor recreation by identifying locations, partners and stakeholders, programming, and a strategy for developing an outdoor recreation program for the County.

The updated plan should create a roadmap for ensuring fair and equitable quantity, proximity, and connections to quality parks, green space, recreation facilities, and programs throughout the community now and into the future. The County is seeking a system-wide approach in order to develop goals, policies and guidelines and prioritize strategies based on current and future funding scenarios. The updated plan will also serve as a guiding document for future development and redevelopment of the community’s system of parks and green space, recreation, and programs over the next five to 10 years.

A. Background

Geography

The County is in Central Southside Virginia in the Southern Piedmont region, and is in the Danville, Virginia (“Danville”), micropolitan statistical area. The County is bordered by Bedford and Campbell Counties to the North, Franklin and Henry Counties to the West, Danville, and the state of North Carolina to the South, and Halifax County to the East. The County has the largest land area of any jurisdiction in Virginia, covering approximately 969 square miles, with a population of 60,501, per the 2020 Census. The County is connected to the Piedmont regions of Virginia and North Carolina via US Highway 29, and to the east and west by US Highway 58. In terms of population density, the southern half of the County surrounding the City of Danville has the densest population, with the towns of Hurt, Gretna, and Chatham serving as secondary population centers, as shown in Figure 1. With thriving businesses, charming small towns, great public schools, and beautiful, natural landscapes, the County offers something for everybody.

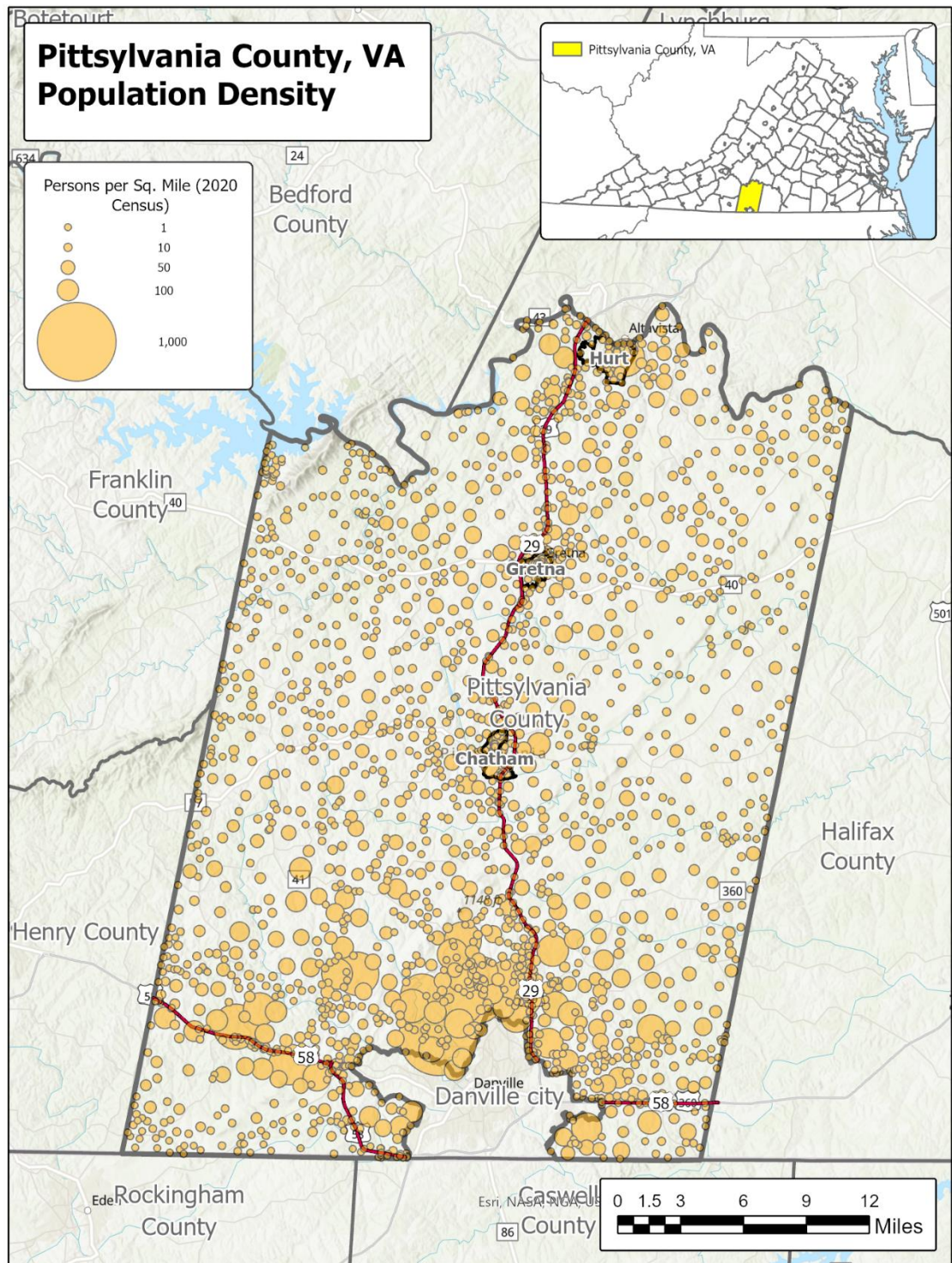


Figure 1. Population density map of Pittsylvania County, VA.

County Governance

The County is governed by a seven (7)-member Board of Supervisors (BOS), who are elected by district to four (4)-year terms. The BOS is responsible for appointing the County

Administrator and making policy decisions for the County. Among other things, the BOS has power to pass and repeal ordinances and has final approval power on the annual County budget. The current average population of each election district is approximately 8,600, per the 2020 Census. The County's election districts also apply to the County's School Board members.

History

Pittsylvania County was established in 1767 and was settled primarily by English, Irish, Welsh, Scotch, German, Scotch-Irish, and enslaved Africans, with farming and in particular tobacco farming as the primary livelihood at that time. In the 20th century The County experienced the ups and downs of an economy focused on tobacco and textiles, while enduring world wars and the Great Depression.

In the past decade Pittsylvania County has focused on rebounding and reinventing the local economy through strong – and often regional – economic development efforts. Existing companies from around the world have set up branches here, and the County still has plenty of economic potential in industrial parks around the county. Today Pittsylvania County is a vibrant, increasingly prosperous community, with an expanding and diversified economy. With an undying affection for its heritage, history, and rural roots, the people of Pittsylvania look optimistically toward the future.

Demographics and Health Indicators

According to the University of Wisconsin Population Health Institute, Pittsylvania County ranks 95th and 103rd out of 133 localities in Virginia in terms of health outcomes and health factors, respectively (University of Wisconsin Population Health Institute, <https://www.countyhealthrankings.org/explore-health-rankings/virginia/pittsylvania?year=2023>). County residents also tend to be older than the state average, with a median age of 48, as well as have higher rates of obesity and mortality. Table 1 provides an overview of several demographic, socioeconomic, and health indicators for the County, as they compare to Virginia as a whole.

Table 1. Key Demographic, Socioeconomic, and Health Indicators, Pittsylvania County, VA

<u>Criteria</u>	<u>Pittsylvania County</u>	<u>Virginia</u>
Median Age (2020) ¹	47.6	38.4
% of Population White (estimated, as of July 1, 2022) ¹	76.4%	68.8%
Median Household Income (2020) ²	\$49,520	\$76,398
% in Poverty (2020) ²	15.1%	10.0%
Death Rate (2020) ³	14.0	9.4
Premature Death (2020) ⁴	11,000	6,700
Physical Inactivity (2020) ⁴	27%	20%
% of Adult Population Obese (2020) ⁴	38%	32%

Sources:

¹<https://www.census.gov/quickfacts/fact/table/pittsylvaniacountyvirginia,VA/PST045222>

²<https://datausa.io/profile/geo/pittsylvania-county-va?compare=virginia>

³https://apps.vdh.virginia.gov/HealthStats/documents/pdf/death_1-1_2020.pdf

⁴<https://www.countyhealthrankings.org/explore-health-rankings/virginia/pittsylvania?year=2023>

Parks and Recreation

Pittsylvania County’s Parks and Recreation Department (“Department”) was formed in 2011 at the recommendation of the County’s first Parks and Recreation Master Plan (Appendix A). Prior to 2011, the County’s parks and recreation initiatives and programs were coordinated by Pittsylvania County Organized Youth Sports, a volunteer-based organization established for the purpose of managing youth teams sports programs (i.e., basketball, football, baseball, softball, and cheerleading). The Department is currently staffed by three full-time positions: a director, program assistant, and maintenance technician, along with approximately 35 part-time employees to help maintain facilities and manage youth sports leagues.

In terms of facilities, the Department currently maintains a community center, one regional park (i.e., Wayside Park), one dog park adjacent to the County’s Pet (Adoption) Center, an active transportation trail (i.e., Ringgold Rail Trail), and four parks with playground equipment and picnic shelters at the County’s four middle schools. Both the community center and Wayside Park are available to rent for special events and gatherings.

Programs

As previously stated, the roots of the County’s Parks and Recreation Department are in youth sports. The Department currently manages team sports programs for the County’s youth ranging in ages from six to 14. Table 2 provides an overview of the number of teams and participants for each team sport managed by the County’s youth sports program. Aside from youth sports, the Department also sponsors a “[Youth Commission](#),” with a purpose of promoting civic engagement and community service in high school aged youth.

Table 2. Summary of Youth Participants by Sport

Sport	# Teams	# Youth Participants
Football	11	300
Cheerleading - Football	11	200
Basketball (boys and girls)	47	400-500
Cheerleading - Basketball	20	240
Baseball and Softball	29	300-400

As far as adult recreation programs, the County’s Parks and Recreation Department offers several programs at the community center in Chatham, such as yoga, pickleball, and dance classes.

For more information about the County’s Parks and Recreation department, please visit: <https://www.pittsylvaniacountyva.gov/government/departments/parks-and-recreation>.

Outdoor Recreation

While the County's Parks and Recreation Department is in the early stages of establishing outdoor recreation programs, it does offer a 5.5-mile hiking and biking trail, the Ringgold Rail Trail, as well as Wayside Park with a natural area and historical swinging bridge over Sycamore Creek. The Virginia Department of Conservation and Recreation (DCR) also recognizes four rivers as designated scenic waterways that traverse Pittsylvania County. Figure 2 provides a map of the County's local parks, trail, and DCR's blueways and scenic waterways.

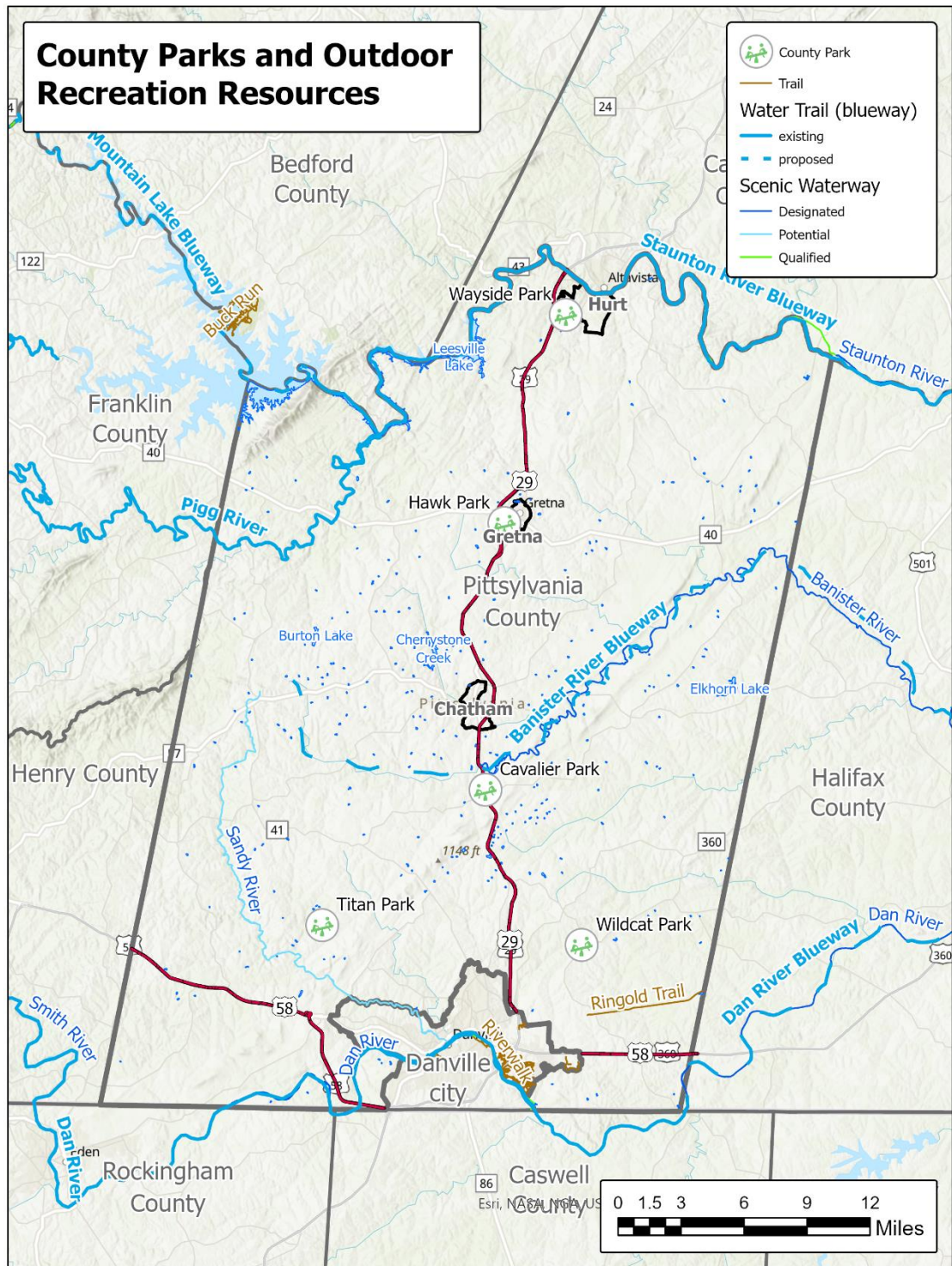


Figure 2. Map of Pittsylvania County Outdoor Recreation Resources

B. Project Description

Pittsylvania County is seeking proposals from qualified consulting firms to provide services to the Pittsylvania County to update its 2010 Parks and Recreation Master Plan. Pittsylvania County has a strong commitment to provide fair and just access to high-quality parks, green space, recreation facilities and programs for all members of the community and this master plan update will help us achieve our commitment. Specifically, the consultant will collect and analyze data to develop a clear set of goals, policies and standards for the community's park system, green space, trails, recreation facilities and program development for the next five to 10 years. The consultant will work closely with Pittsylvania County staff, Pittsylvania County Board of Supervisors and youth sport booster clubs in preparing the update to the Parks and Recreation Master Plan. The consultant will create a product for distribution to the public. The following is an outline of several key components the County is seeking with this master plan update.

- i. Evaluate progress since initial Master Plan
- ii. Evaluation of current County demographics
- iii. Evaluation of current P&R industry trends for localities of similar size and character
- iv. Community Survey
- v. Emphasis on outdoor recreation
- vi. Recommendations
- vii. The Master Plan Update requires approval from County Staff and the Board of Supervisors

C. Scope of Work

The following is a general scope of work that outlines the County's primary requirements for the Master Plan Update.

Project Administration

- Provide the Pittsylvania County staff and Board of Supervisors with a presentation of your approach to the planning process and provide monthly progress reports.
- Co-present approach to Master Plan Update along with county staff to Board of Supervisors. The awarded consultant may also be asked to provide project updates to the Board of Supervisors (no more than quarterly).
- Participate in progress meetings with the Pittsylvania County's Project Manager as often as necessary, but not less than once per month until the final plan is approved.
- Supply the Project Manager with at least one (1) copy of all completed or partially completed products as deemed necessary by the Project Manager at least three (3) working days before each progress meeting. The Project Manager shall schedule the meetings, as necessary, at key times during the update to the Master Plan.

Assessment and Evaluation of Progress since initial Master Plan

- Evaluation of progress since initial master plan in terms of the following.
 - Current Facilities
 - Current Services
 - Current Programs
 - Current Dept. Staffing (incl. volunteers and part-time employees)
 - Comparison of the County's current department with P&R industry trends for localities of similar size and character.

Community Engagement

- Identify, describe and implement a comprehensive strategy and methodology for community involvement in this Master Plan update process.

- Review existing engagement documents conducted by the park and recreation department or other departments to compile available information about community needs. Summarize and identify gaps in data.
- Provide well-organized and directed activities, techniques and formats that will ensure an equitable, inclusive, open and proactive public participation process is achieved. These methods should solicit quality input from as many people as possible, including under-resourced populations and users and non-users of the services and facilities.
- Act as professional facilitators to gather specific information about services, use, preferences and any agency strengths, weaknesses, opportunities and threats.
- Provide written records and summaries of the results of all public processes and communication strategies that can be shared with the public.
- Help to build consensus and agreement on the plan and if consensus is not possible, provide information for informed and equitable decision making for the Pittsylvania County Parks and Recreation Department and Board of Supervisors.

Resource and Data Collection

- Conduct analysis that considers the fair and just quantity, distribution, inclusivity, condition, cultural relevancy, connections and proximity of parks, green space, programs, recreation centers and services. Evaluation criteria should be based on the expressed values of the county and focus on improved health and environmental outcomes.
- Provide an assessment and analysis of the park and recreation department's current level of programs, services and maintenance in relation to present and future goals, objectives and directives.
- Gather community feedback and gauge interest in outdoor recreation opportunities; which may include, but is not limited to the development of an online survey to obtain this feedback.
- Compile an inventory and assessment of the existing parks, trails, green space and facilities in Geographic Information System (GIS), with meaningful and industry standard attributes. Compare to national benchmarking tools.
- Provide a community-wide statistically valid community needs assessment survey on recreation and park programs and facilities. The return rate should accurately represent a sampling of the population, including vulnerable populations, so that an analysis can be segmented by race, gender, age and other demographic groups.
- Review and interpret demographic trends and characteristics of the County and relate them to parks and recreation programs and services.

Implementation

- Develop an action plan that includes strategies, priorities and an analysis of budget support and funding mechanisms for the short-, mid- and long-term for the park system, green space, trails and recreation programs and services. The action plan should prioritize strategies by their level of impact on social, health and environmental outcomes.
- Prioritize recommendations for needs regarding land acquisition, and the development of parks, trails, green space, outdoor recreation programs and recreation facilities.
- Prioritize recommendations for maintenance, renovation and operations of parks, trails and recreation facilities.
- Recommend collaborative partnerships and other solutions to minimize duplications or enhance opportunities for collaborative partnerships.
- Identify areas of service shortfalls and projected impact of future trends.

- Provide useable and workable definitions and recommendations for designated park and green space with acreages and parameters defined as appropriate.
- Develop recommendations for operations, staffing, maintenance, programming and funding needs.
- Provide a clear plan for development of programming based on demand analysis.

Development of Final Plans and Supporting Materials

- The Master Plan update must include written goals, objectives, policy statements, a financial and action plan that articulate a clear vision and “roadmap” and model for the Pittsylvania County Parks and Recreation Department’s future, with an emphasis on outdoor recreation program development.
- A summary of existing conditions, inventories and system-wide metrics, distribution metrics, and population demographics and outcome metrics.
- Charts, graphs, maps and other data (including electronic data, drawing, and map files) as needed to support the plan and its presentation to the appropriate audiences.
- Minimum of three meetings with key stakeholders for required adoption of the Master Plan.

D. Proposal Packet Requirements

- Provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.
- Background on the firm and its experience in preparing Master Plans for other public agencies, as well as engagements involving communities that have characteristics similar to Pittsylvania County
- Provide a narrative which shows your firm’s understanding of the project’s requirements and documents a logical technical approach to the project scope of work. Include a general work plan with cost, the proposed approach to undertaking the scope of work described earlier in this RFP. Identification of the personnel to be assigned to this engagement, including a résumé of related experience and estimated number of hours per person.
- A timeline for preparation and implementation of the Master Plan and its components.
- At least three (3) public agency references for projects of a similar nature. Include a description of the projects, including (at minimum) client, location, contact person, contact information (telephone/email address) and a brief summary of the project.
- Provide itemized project costs. The project cost for services should be a “not-to-exceed cost for services.”

E. Proposal Response

The proposal should contain all the information requested and any additional information necessary to summarize the overall benefit of the proposal to Pittsylvania County. Proposing firms should submit the proposal no later than 2:00 p.m. on July 27, 2023.

Submittals should be directed to:

Purchasing Department, att: Connie Gibson, 1 Center Street, Chatham, VA 24531

This solicitation does not commit the Pittsylvania County to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services or supplies. The Pittsylvania County reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or part of this proposal process if it is in the best interest of the Pittsylvania County. Following contract negotiations, prospective consultants may be required to submit revisions to their proposals. All proposers should note that any contract in accordance with this proposal is dependent upon the recommendation of the Pittsylvania County staff and the approval of the County's Board of Supervisors.

F. Preliminary Project Schedule

The following tentative schedule is anticipated for selection, contract negotiations and contract award.

- Proposals due July 27, 2023.
- Proposal review and interviews to take place August 2023.
- Contract award expected in August/September 2023.
- The timeline that is projected for the preparation and completion of the Parks and Recreation Master Plan is 12 months from the Board of Supervisors award date.

G. Evaluation Criteria

The following criteria will be used to evaluate each consultant's response to this RFP, as expressed in their proposal.

- Qualifications and experience to include personnel: 30 points max
- Demonstrate expertise in parks and recreation planning: 30 points max
- Project approach, work plan, timeline, deliverables and project management. 30 points max
- Pricing and timing estimate for the completion of the project: 10 points max

H. Award Procedures

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

SPECIAL TERMS AND CONDITIONS

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

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

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

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

COOPERATIVE PURCHASE: If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within

the State of Virginia to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the contractor(s). Pittsylvania County Board of Supervisors is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.

**PITTSYLVANIA COUNTY
GENERAL TERMS AND CONDITIONS
(not all will be applicable)**

Any Special terms and conditions will supersede the below terms and conditions

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety.
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit court of Pittsylvania County. The county and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their (bids/proposals), (bidders/offerors) certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any 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. 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.

- d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:
By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in Pittsylvania County , knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Pittsylvania County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Pittsylvania County under said contract.
- H. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- I. **PAYMENT:**
- 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or

the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the County shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the County, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the county and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

3. The Pittsylvania County encourages contractors and subcontractors to accept credit card payments.

J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

K. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** Pittsylvania County may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the County all such information

and data for this purpose as may be requested. The County reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The County further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the County that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- L. **TESTING AND INSPECTION:** Pittsylvania County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of Pittsylvania County.
- N. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Department may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Department of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Manager's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Department decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Department a credit for any savings. Said compensation shall be determined by one of the following methods:

Any additions or changes to the contract shall be mutually agreed upon between the parties in writing and approved by the Purchasing Manger before the changes take affect.

- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may terminate this contract and procure all goods and/or services contracted for, from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- P. **TAXES:** Sales to Pittsylvania County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The County's excise tax exemption registration number is 54-6001508.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- Q. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article

which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

- R. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon 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 legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- S. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	

Code of Virginia § 8.01-581.15

<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County's website (www.pittsylvaniacountyva.gov) for a minimum of 10 days.

U. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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, dispensation, 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 the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the Board of Supervisors has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

X. **Small, Women-, Minority and Service Disabled Veteran-Owned Business Participation.**

The Purchasing Department will try to facilitate the participation of small, women-, minority-, and service disabled veteran-owned businesses in the procurement transactions of the County. The County grants no preferences or set-asides to such businesses. The Purchasing Department shall assist any such business in understanding bids or proposals.

A. **Discrimination Prohibited.**

In the solicitation of awarding of contracts, The County shall not discriminate against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, status

as a service disabled veteran, or other basis prohibited by state or federal law relating to discrimination in employment.

Pittsylvania County shall not discriminate against any faith-based organizations.

CONTRACTOR ELIGIBILITY CERTIFICATION

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

Name of Official

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement...

Table with 2 main columns: PRODUCER (Clark Insurance) and INSURED (Berry Dunn McNeil & Parker LLC). Includes contact information and a list of insurers (Hanover American, Massachusetts Bay, The Hanover Insurance Company, Maine Employers Mutual Ins Co).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES...

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 30 day notice of cancellation with 10 days notice for non-payment of premium, if required by written contract/agreement.

Certificacte Holder and The Commonwealth of Virginia are Additional Insureds with respect General Liability as required by written contract/agreement

Table with 2 columns: CERTIFICATE HOLDER (Pittsylvania County Purchasing Department) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of Matthew Carter-Talbot).

PROFESSIONAL SERVICES AGREEMENT
BETWEEN PITTSYLVANIA COUNTY
AND
BERRY, DUNN, MCNEIL & PARKER, LLC dba BERRYDUNN

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into between Pittsylvania County, Virginia, a political subdivision of the Commonwealth of Virginia, with an office located at 1 Center Street, Chatham, VA 24531 (hereinafter the “COUNTY”), and Berry, Dunn, McNeil & Parker, LLC dba BerryDunn, with an office located at 2211 Congress Street, Portland, ME 04102 (hereinafter the “CONSULTANT”). The COUNTY and CONSULTANT are sometimes referred to in this Agreement as the “parties” and each, individually, as a “party.”

The CONSULTANT hereby agrees with the COUNTY, for the consideration named herein, to perform the services stipulated in this Agreement.

1. CONSULTANT’S SERVICES

A. The CONSULTANT, on behalf of the COUNTY, will perform and carry out in a professional manner the components essential to provide an updated Parks and Recreation Master Plan.

B. The Scope of Work will be defined by the COUNTY’S Request for Proposal No. 20230621 dated June 22, 2023, and CONSULTANT’S Proposal dated July 27, 2023. These documents are attached hereto as Exhibit A and Exhibit B, respectively, and are incorporated herein by reference.

C. The COUNTY will pay CONSULTANT for its services pursuant to the Costs section of CONSULTANT’S Proposal, Exhibit A, page 30, which provides for a total not-to-exceed cost for services of \$102,536.

2. THE COUNTY WILL PROVIDE

A. Access to pertinent information and available data requested by the CONSULTANT.

B. Any assumptions that are necessary to the work to be performed by CONSULTANT.

C. Attendance and participation at all scheduled meetings and work sessions.

D. Timely review of draft and preliminary materials submitted by the CONSULTANT.

3. DOCUMENTS

All documents and services provided by the CONSULTANT pursuant to this Agreement are instruments of service with respect to this project. Upon receipt of payment for these services, the CONSULTANT’S documents and material developed by the CONSULTANT under this Agreement are the property of the COUNTY. The COUNTY has the right to re-use these documents and computer software on extensions of the project or for other projects; provided that

such re-use will be at the COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT.

4. NONDISCLOSURE OF PROPRIETARY INFORMATION

The CONSULTANT will consider all information provided by the COUNTY and all reports, studies, and other documents resulting from the CONSULTANT'S performance of these services to be proprietary unless such information is available from public sources. The CONSULTANT will not publish or disclose proprietary information for any purpose other than the performance of the services under this Agreement without the prior written authorization of the COUNTY or in response to legal process. The CONSULTANT will maintain all originals in the CONSULTANT'S files for a period of not less than three (3) years from the date CONSULTANT completes these services and will provide the COUNTY access to and the right to examine and copy information contained in the files pertaining to the services. In the event of legal process, the rights of access, examination, and copying hereunder will continue until the conclusion of any litigation, appeals, claims, arbitration, or other legal process.

5. CHANGES AND ADDITIONS

CONSULTANT will notify the COUNTY in writing of any recommended or necessary modifications or additions to the Scope of Work contemplated under this Agreement. Compensation for all changes or additions in the Scope of Work must be negotiated and approved by the parties in writing.

6. ADDITIONAL SERVICES

The COUNTY may request additional services associated with this project that are outside of the Scope of Work contemplated under this Agreement. If CONSULTANT agrees to any such request, compensation for these additional services will be based on CONSULTANT'S current billing rates plus reasonable travel expenses. The parties will approve the scope, number of hours, and fee schedule for such services in writing before CONSULTANT begins any additional work.

7. NOTICE

A. Any notice, demand, or request required by or made pursuant to this Agreement must be in writing and will be deemed properly made if personally delivered or deposited in the United States mail, postage prepaid, to the representative specified below, and/or sent to the email address(es) that the parties have routinely used to communicate with each other during the term of this Agreement. Provided, however, that any notice of suspension or termination pursuant to Section 10 of this Agreement must be sent by United States certified mail, postage prepaid, return receipt requested and will not become effective until the date of receipt. Nothing in this paragraph is intended to restrict the transmission of routine communications between the parties' representatives.

B. The name and mailing address of COUNTY'S Representative for purposes of this notice provision, unless and until another person is designated in writing, is Connie Gibson, Procurement Manager, Pittsylvania County, 1 Center Street, Chatham, VA 24531.

C. The name and mailing address of CONSULTANT'S Representative for purposes of this notice provision, unless and until another person is designated in writing, is Chad Snow, Principal, Berry, Dunn, McNeil & Parker, LLC, 2211 Congress Street, Portland, ME 04102.

8. MANNER OF PAYMENT

A. The CONSULTANT will furnish the COUNTY with timely progress invoices each month for services rendered to date. The terms of payment will be net thirty (30) days.

B. The CONSULTANT may assess late payment charges at the rate of one and one-half percent (1.5%) per month for any past due payments.

C. If any invoice is the subject of a legitimate dispute between the parties, no late payment charges will apply to any amounts not paid by the COUNTY because of said dispute; and COUNTY will pay all amounts not reasonably deemed to be included in the dispute.

9. FORCE MAJEURE

CONSULTANT will use commercially reasonable efforts to complete all services contemplated under this Agreement. However, neither party will be liable to the other party for any failure to perform, or delay in performance of, any obligation under this Agreement to the extent such failure or delay has been wholly or principally caused by acts or events beyond CONSULTANT'S reasonable control rendering performance illegal or impossible. As used in this section, "force majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, nature, act of aggression, fire, strike, flood, riot, war, delay of transportation, terrorism, pandemics or other widespread outbreaks of infectious diseases, or the inability, due to the aforesaid causes, to obtain necessary labor, material, or facilities.

10. TERMINATION OR SUSPENSION OF CONTRACT

A. Either party may terminate this Agreement upon written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party; provided, however, that the terminating party has first given the other party written notice of the reason for such termination and the other party has failed to cure or rectify the issue or matter within fifteen (15) days of receipt of such notice.

B. In the event the COUNTY terminates the CONSULTANT'S services as permitted under Section 10.A of this Agreement, the COUNTY will pay the CONSULTANT for all services performed to the effective date of termination. The CONSULTANT will be entitled to receive only the fair value of services rendered and direct out of pocket expenses incurred hereunder prior to the effective date of such termination. Upon restart of a project previously terminated, equitable adjustment may be made to compensation for remobilization of the project.

11. ASSIGNMENT

Neither party will assign or transfer their rights or obligations in this Agreement without the written consent of the other party, and such consent will not be unreasonably withheld.

12. INSURANCE

The CONSULTANT will purchase and maintain insurance that will cover all CONSULTANT'S employees while performing the services contemplated under this Agreement and any work incidental to the performance of this Agreement. CONSULTANT will maintain insurance that meets the coverage types and amounts required by the COUNTY as set forth in the COUNTY'S Request for Proposal, Exhibit A, at pages 19-20.

13. ETHICS IN PUBLIC CONTRACTING

The CONSULTANT certifies that its proposal was made without collusion or fraud and that CONSULTANT has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer, or subcontractor in connection with CONSULTANT'S Proposal; that CONSULTANT has not conferred with any public employee having official responsibility for this procurement transaction; and that CONSULTANT has not received any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, in connection with this proposal or procurement transaction, unless consideration of substantially equal or greater value was exchanged.

14. SEVERABILITY

If any part, term, or provision of this Agreement is found by a Court to be legally invalid or unenforceable, then such provision or portion thereof will be performed in accordance with applicable laws to the extent possible. The invalidity or unenforceability of any provision or portion of this Agreement or any contract document related to this Agreement will not affect the validity of any other provision or portion of this Agreement or any related contract document.

15. AGREEMENT CONSTRUED UNDER VIRGINIA LAWS

The Agreement is deemed to be executed and performed in the State of Virginia and will be construed in accordance with the laws of the State of Virginia.

16. INCORPORATED TERMS OF REQUEST FOR PROPOSAL

The COUNTY'S Request for Proposal No. 20230621 dated June 22, 2023, including the General Terms and Conditions and Special Terms and Conditions contained therein, is attached hereto as Exhibit A and is incorporated herein by reference; except that the Cancellation of Contract term set forth on page 14 of the COUNTY'S Proposal is modified by Section 10 of this Agreement, which provides that the party terminating the Agreement must first give the other party written notice of the reason for such termination and allow the other party the opportunity to cure or rectify the issue or matter within fifteen (15) days of receipt of such notice.

17. ENTIRE UNDERSTANDING

This Agreement comprises the entire understanding between the parties and cannot be modified, altered, or amended, except in writing and signed by the parties.

18. TERM

The term of this Agreement will be from the date of execution through August 31, 2024, unless it is terminated earlier by either party pursuant to Section 10 of this Agreement. The term of this Agreement may be extended upon the mutual consent of both parties in writing.

By signing below, each party executes this Agreement as of the date written below and agrees to all the terms and conditions contained herein.

Pittsylvania County

**Berry, Dunn, McNeil & Parker, LLC
dba BerryDunn**

By:

By:

Print Name:

Print Name: Chad Snow

Title:

Title: Principal

Date:

Date:

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Amendment to Local Performance Agreement Execution Approval (Making Everything Possible, LLC)					
Staff Contact(s):	Matthew Rowe					
Agenda Date:	October 17, 2023	Item Number:	7.i.			
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td colspan="2">2023 Amendment to Local Performance Agreement - Making Everything Possible LLC</td> </tr> </table>			1.	2023 Amendment to Local Performance Agreement - Making Everything Possible LLC	
1.	2023 Amendment to Local Performance Agreement - Making Everything Possible LLC					
Reviewed By:	JVH					

SUMMARY:

On June 7, 2021, Governor Northam's office announced that MEP, Ltd. of Aylesford, United Kingdom, would locate their first US manufacturing facility in the RIFA-owned Cyber Park, resulting in new capital investments of \$6.4 and the creation of 45 high-wage jobs. The Company has successfully located initial operations within the high-bay at the Institute for Advanced Learning and Research ("IALR"). Due to operational considerations of the Company, the original Local Performance Agreement ("LPA") needs to be amended to eliminate the phased approach of the Project. This is the only change being proposed by the amended LPA. This amendment will also need to be passed by RIFA, Danville, and the County IDA. For the Board's review and consideration, attached is related documentation.

FINANCIAL IMPACT AND FUNDING SOURCE:

None. The original LPA incentives remain and are still entirely dependent upon Company performance. Per the original LPA, RIFA has paid up to \$75,000 towards one (1) year of rent at the IALR.

RECOMMENDATION:

County Staff recommends the Board approve the amended LPA as attached and presented.

MOTION:

"I make a Motion approving the amended LPA as attached and presented."

THIS AMENDMENT TO LOCAL PERFORMANCE AGREEMENT (this "**Amendment**"), made and entered into as of the 11th day of October 2023, by and among **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**RIFA**"); the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**City IDA**"); the **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation (the "**City**"); the **INDUSTRIAL DEVELOPMENT AUTHORITY OF PITTSYLVANIA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**County IDA**"); the **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**County**"); and **MAKING EVERYTHING POSSIBLE, LLC**, a Virginia limited liability company (the "**Company**");

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. - Recitals. The parties recite the following facts:

a. The parties entered into that certain Local Performance Agreement dated June 14, 2021 (the "**2021 LPA**").

b. Since that time, the economic climate has significantly changed, especially in light of the global CoViD-19 pandemic, and the parties wish to amend the obligations of the Company under the LPA. Instead of having two (2) phases of investment by the Company as provided in the 2021 LPA, there would be a single phase for the creation of a total of forty-five (45) new jobs and the capital investments of at least Six Million Four Hundred Forty Five Thousand and 00/100 Dollars (\$6,445,000.00), under the terms and conditions as more particularly described below.

Section 2. - Definitions. Unless otherwise provided in this Amendment, the terms used in this Amendment shall have the same meaning given to such term in the 2021 LPA. The 2021 LPA, as modified by this Amendment, shall be referred to as the "**LPA**".

Section 3. - Single Phase. The 2021 LPA is hereby amended such that there shall no longer be a Phase I and a Phase II as to the Company's obligations, but that there shall be a single phase of investments by the Company under the LPA. Accordingly, except as otherwise more specifically set forth in this Amendment or where the context requires, all references in the 2021 LPA:

a. to "**Phase I Performance Date**" are hereby revised to "**Performance Period**";

- b. to “**Phase I Start-Up Center**” are hereby revised to “**Start-Up Center**”;
- c. to “**Phase II Production Facility**” are hereby revised to “**Production Facility**”;
and
- d. to “**Phase II Performance Period**” are hereby revised to “**Performance Period**”.

Section 4. - Recitals. Section 1(c) (“**Recitals**”) of the 2021 LPA is hereby replaced in its entirety by the following:

c. The Company has agreed to establish and to operate its business in the City and/or the County and establish a production facility containing at least 30,000 square feet of space in RIFA's Cyber Park or other RIFA industrial park agreed upon by the parties, in a precise location to be determined by RIFA and the Company.

d. During the Performance Period described below, the Company plans to make capital investments to or for the Production Facility of at least Six Million Four Hundred Forty Five Thousand and 00/100 Dollars (\$6,445,000.00) and to create forty-five (45) jobs, with an average yearly base wage of at least Sixty-Two Thousand and 00/100 Dollars (\$62,000.00), as set forth in this Agreement.

Section 5. - The Ground Lease.

a. Section 3(b) of the 2021 LPA. Section 3(b) of the 2021 LPA is hereby amended as follows (*bold double underlined text indicates additions; bold strikethrough text indicates deletions*):

b. Ground Lease – Minimum Terms and Conditions. The Company shall execute a Ground Lease with the GL Landlord in a form reasonably acceptable to RIFA; however, the Ground Lease, at a minimum, shall provide the following provisions:

i. **Within one hundred eighty (180) days after the Company's execution of this Agreement, The** ~~the~~ Company and the landlord/sublandlord under the Ground Lease (“**GL Landlord**”), at no direct expense to RIFA, shall cause the construction of the Production Facility building upon the Land on or before the Performance Date. In the event that the City IDA or the County IDA is GL Landlord and the Company is in default of this Agreement and all applicable cure periods, if any, have expired, during the Performance Period, as noticed in writing by RIFA to GL Landlord, the Ground Lease shall immediately terminate.

ii. The term of the Ground Lease shall be fifteen (15) years (the “**GL Term**”), beginning on the date that the Company completes, in

full, its obligations for Capital Investment and New Job creation as set forth in Sections 4(a) and 4(b) below. Such completion in full shall be a condition precedent to the Ground Lease. Monthly base rent shall be ~~equal to the repayment amount of the financing for the Phase II Production Facility, accruing annual interest at no more than four percent (4%) or if no such financing is provided by GL Landlord, One Hundred and 00/100 Dollars (\$100.00); or in the case of a Third Party Developer as the GL Landlord, such other rent~~ agreed upon by the Company and the GL Landlord or Third Party Developer; however, in such case, the monthly base rent shall be structured in such a reasonable manner for the Company to comply with its obligations to make Capital Investment within the Performance Period. ~~In addition to such base monthly rent, the Company shall pay to the GL Landlord a monthly administrative fee of Two Hundred Fifty and 00/100 Dollars (\$250.00).~~

iii. The Company and GL Landlord shall obtain prior written approval from RIFA of (A) the construction plans for the ~~Phase II~~ Production Facility, and (B) the construction schedule that is reasonably calculated to complete the construction and capital expenditures within the Performance Period.

Section 6. - Capital Investment and New Job Creation by the Company.

a. Phase I: Capital Investment and New Jobs. Section 4(a) (“**Phase I: Capital Investment \$8,000,000.00**”) and Section 4(b) (“**Phase I: 8 New Jobs**”) of the 2021 LPA shall no longer apply or be in effect.

b. Phase II References. In Section 4(c) (“**Phase II: Capital Investment \$6,445,000.00**”) of the 2021 LPA, all references to “**Phase II**” are hereby deleted.

c. New Jobs. The first sentence of Section 4(d) (“**Phase II: 37 Additional New Jobs**”) of the 2021 LPA is hereby replaced in its entirety with the following new sentence:

d. 45 New Jobs. The Company shall create and employ a total forty-five (45) New Jobs on or before the Performance Date and shall Maintain these New Jobs until at least the Performance Date.

d. Financial Report. Section 4(e) (“Financial Report”) of the 2021 LPA is hereby amended by deleting the phrase, “of the Phase I Start Up Center and the Phase II”.

Section 7. - Industrial Enhancement Grant. After the first sentence of Section 5(b) (“**\$250,000.00 Danville-Pittsylvania County Industrial Enhancement Grant**”) of the 2021 LPA, the 2021 LPA is hereby amended by adding the following, “This grant shall not be

disbursed in advance of the Company's performance of the requirements of such grant."

Section 8. - Payment of Base Rent. The parties acknowledge and agree that RIFA has fully paid the incentive set forth in Section 5(e) ("**Up to \$75,000.00 Payment of Base Rent for the Lease for the Phase I Start-Up Center**") of the 2021 LPA.

Section 9. - Repayment of Grants for Failure to make the Capital Investment and/or to create and Maintain New Jobs. Section 10(d) of the 2021 LPA is hereby replaced in its entirety with the following new Section (d):

d. Notwithstanding the above or anything herein to the contrary, in the event (i) the Company and RIFA are unable to find a willing and able third party developer to finance the Production Facility, (ii) the City IDA, County IDA and the Company are unable to finance the Production Facility after diligently pursuing any and all reasonable options for financing, and (iii) the Company is not then in default of its capital investment and/or job creation obligations during the Performance Period, any funds received by Company for its capital investment and job creation to date shall not be subject to recapture/reimbursement. Further, such failure to obtain financing for Production Facility shall not be an 'Event of Default' hereunder.

Section 10. - Effect on the 2021 LPA. Except as amended in this Amendment, all other terms, provisions, and conditions of the 2021 LPA shall remain in full force and effect, and the parties ratify and confirm that the 2021 LPA, as amended by this Amendment, is and remains in full force and effect.

[SIGNATURES ARE ON FOLLOWING PAGES.]

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: _____
J. Lee Vogler, Jr. Chairman

(SEAL)

ATTEST:

Susan M. DeMasi
Corporate Secretary
Danville-Pittsylvania Regional Industrial Facility Authority

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2022, by **J. LEE VOGLER, JR.**, in his capacity as Chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation

By: _____
Kenneth F. Larking
City Manager

(SEAL)

ATTEST:

Susan M. DeMasi
City Clerk
City of Danville, Virginia

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2023, by **KENNETH F. LARKING**, in his capacity as City Manager of **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____
T. Neal Morris
Chairman

(SEAL)

ATTEST:

Susan M. DeMasi
City Clerk
City of Danville, Virginia

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by **T. NEAL MORRIS**, in his capacity as Chairman of **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

INDUSTRIAL DEVELOPMENT AUTHORITY OF PITTSYLVANIA COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____
Joey Faucette
Chairman

(SEAL)

ATTEST:

J. Vaden Hunt
Clerk
Pittsylvania County, Virginia

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by **JOEY FAUCETTE**, in his capacity as Chairman of **INDUSTRIAL DEVELOPMENT AUTHORITY OF PITTSYLVANIA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

COUNTY OF PITTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____
Darrell Dalton, Chairman
Board of Supervisors

(SEAL)

ATTEST:

Kaylyn McCluster
Deputy Clerk
Pittsylvania County Board of Supervisors

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2023, by **DARRELL DALTON**, in his capacity as Chairman of the Board of Supervisors of **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature and seal to this **AMENDMENT TO LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

MAKING EVERYTHING POSSIBLE, LLC, a Virginia limited liability company

By: _____
Philip I. Hart, President

(SEAL)

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2023, by **PHILIP I. HART**, in his capacity as President of **MAKING EVERYTHING POSSIBLE, LLC**, a Virginia limited liability company, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	VADEQ, Danville, County, and RIFA Memorandum of Agreement for VSMP Administration for Cane Creek Industrial Park Execution Approval				
Staff Contact(s):	Matthew Rowe				
Agenda Date:	October 17, 2023	Item Number:	7.j.		
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>MOA Danville-Pittsylvania RIFA Cane Creek Centre</td> </tr> </table>			1.	MOA Danville-Pittsylvania RIFA Cane Creek Centre
1.	MOA Danville-Pittsylvania RIFA Cane Creek Centre				
Reviewed By:	JVH				

SUMMARY:

The County and the City of Danville, Virginia ("Danville"), have jointly worked with their local state representatives to draft legislation, which was ultimately approved by the General Assembly (House Bill 184). This legislation enables stormwater management permitting and approval for RIFA properties to be administered by a participating locale, if that locale has "opted in" to administer the Virginia Stormwater Management Program locally. The County has not "opted in," while Danville has, meaning that Danville will be able to review, approve, and administer VSMP permits for RIFA properties; thereby, greatly reducing permitting and review times for stormwater permits from up to ninety (90) days (as currently done with the State) now, to down to as little as ten (10) days (or possibly even less). Per House Bill 184, all participating locales and VADEQ must execute an Administration Agreement. Thus far, the County and Danville have approved two (2) such agreements for the Southern Virginia Megasite and the Southern Virginia Multimodal Park. This consideration before the Board is to include Cane Creek Centre Industrial Park. For the Board's review and consideration, attached is a Memorandum of Agreement ("MOA") evincing the same. Said MOA has already been approved to form by all parties. The MOA will also need to be approved by VADEQ, Danville, and RIFA.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

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

MOTION:

"I make a Motion approving the MOA as attached and presented."

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** (Agreement) is made as of this ___ day of October 2023 among the **VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ), the CITY OF DANVILLE, VIRGINIA (Danville), PITTSYLVANIA COUNTY, VIRGINIA (Pittsylvania County), and the DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY (Authority).**

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

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

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

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

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

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

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

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

WHEREAS, the Authority controls property located within Pittsylvania County that is known as the Cane Creek Centre industrial park (Cane Creek);

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

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

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

WHEREAS, DEQ, Danville, Pittsylvania County, and the Authority have agreed to have Danville administer the VSMP at Cane Creek;

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

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

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

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

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

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

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

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

During any such site visits, Danville, Pittsylvania County, DEQ, and their respective employees and agents will comply with minimum site inspection safety requirements for construction, including the use

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

4. Enforcement. Danville, acting as the VSMP authority for land-disturbing activities at Cane Creek, shall enforce the Danville SWM Ordinance in accordance with the requirements in section 13-55 of the Danville SWM Ordinance.

5. Fees. Danville, acting as the VSMP authority for land-disturbing activities at Cane Creek, is authorized to assess fees for implementation of the VSMP in accordance with section 13-56 of the Danville SWM Ordinance.

6. Amendment, Modification, and Termination. This Agreement may be amended or modified only by written, mutual agreement of the parties. DEQ, Danville, or Pittsylvania County may terminate this Agreement by providing written notice to the Authority and other parties. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, DEQ shall resume the role of VSMP authority for Cane Creek. Notice of amendment, modification, and termination shall be provided to:

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

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

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

J. Lee Vogler, Jr. (434) 797-8928
Chairman
Danville-Pittsylvania Regional Industrial Facility Authority
P.O. Box 3300

Danville, VA 24543
427 Patton Street
Danville, Virginia 24541

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

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

Witness the following duly authorized signatures:

Virginia Department of Environmental Quality

By: _____
Mike Rolband
Director

Date:

City of Danville

By: _____

Kenneth F. Larking
City Manager

Date:

Pittsylvania County

By: _____
Darrell W. Dalton
Chairman of Board of Supervisors

Date:

Danville-Pittsylvania Regional Industrial Facility Authority

By: _____
J. Lee Vogler, Jr.
Chairman

Date:

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Resolution

Agenda Title:	Resolution # 2023-10-01 (Support of Revised Scope of Smart Scale Project (UPC 119165) Route 29/Route 703 Intersection Improvements) Adoption					
Staff Contact(s):	Emily Ragsdale					
Agenda Date:	October 17, 2023	Item Number:	7.k.			
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td colspan="2">2023-10-01 Revised Scope of Smart Scale Project - Tightsqueeze Intersection</td> </tr> </table>			1.	2023-10-01 Revised Scope of Smart Scale Project - Tightsqueeze Intersection	
1.	2023-10-01 Revised Scope of Smart Scale Project - Tightsqueeze Intersection					
Reviewed By:	JVH					

SUMMARY:

The Virginia Department of Transportation ("VDOT") has presented a revised scope for UPC 119165: Construction of a left turn lane for Route 703 eastbound traffic, construction of a right turn lane for Route 703 westbound traffic, installation of new lighting, installation of rumble strips, relocation of existing signal poles out of the median area, and installation of a raised concrete median on a section of Route 703 on the west side of Route 29 to reduce conflicts with driveways that are located too close to the intersection ("Project"). County Staff supports these proposed changes. For the Board's review and consideration, Resolution # 2023-10-01, demonstrating the Board's support for this Project's revised scope is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board adopt attached Resolution # 2023-10-01 as presented.

MOTION:

"I make a Motion adopting attached Resolution # 2023-10-01 as presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2023-10-01**

**SUPPORT OF REVISED SCOPE OF SMART SCALE PROJECT (UPC 119165) ROUTE 29/ROUTE
703 INTERSECTION IMPROVEMENTS**

VIRGINIA: At the Pittsylvania County Board of Supervisors’ (“Board”) Business Meeting on Tuesday, October 17, 2023, in the Board Meeting Room, the following Resolution was presented and adopted:

WHEREAS, in accordance with Commonwealth Transportation Board construction allocation procedures, it is necessary that a Resolution be received from the Board requesting the following revised scope for UPC 119165: Construction of a left turn lane for Route 703 eastbound traffic, construction of a right turn lane for Route 703 westbound traffic, installation of new lighting, installation of rumble strips, relocation of existing signal poles out of the median area, and installation of a raised concrete median on a section of Route 703 on the west side of Route 29 to reduce conflicts with driveways that are located too close to the intersection (“Project”).

NOW, THEREFORE, BE IT RESOLVED, that after considering the impacts to the community and safety for the traveling public in this area, the Board fully endorses the revised scope and the continued development of this Project; and

BE IT FURTHER RESOLVED, that if Pittsylvania County, Virginia, subsequently elects to cancel this project, the Board agrees to reimburse the Virginia Department of Transportation (“VDOT”) for the total amount of costs expended by VDOT through the date it is notified of such cancellation.

Given under my hand this 17th day of October, 2023.

Darrell W. Dalton
Chairman, Pittsylvania County Board of Supervisors

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



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Resolution

Agenda Title:	Resolution # 2023-10-02 (Recognizing Dr. Kay Geyer's Animal Control Donations) Adoption		
Staff Contact(s):	Board of Supervisors		
Agenda Date:	October 17, 2023	Item Number:	7.I.
Attachment(s):	1.	2023-10-02 Dr Kay Geyer Appreciation	
Reviewed By:	JVH		

SUMMARY:

Kay Geyer, DVM ("Dr. Geyer"), suggested building a fenced area adjacent to Animal Control's Office to house animals awaiting disposition of their cases, and she has generously and selflessly donated the materials and construction expenses for a new fenced area for the County's Animal Control. She is now working to add a barn there also, which will be large enough to house a couple of horses or cows. The County sends appreciation to Dr. Geyer for her generous donations to Animal Control and for her general care for County animals. For the Board's review and consideration, Resolution # 2023-10-02, evincing the same, is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends the Board adopt attached Resolution # 2023-10-02 as presented.

MOTION:

"I make a Motion adopting attached Resolution # 2023-10-02 as presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2023-10-02**

RECOGNIZING GEYER’S ANIMAL CONTROL DONATIONS

VIRGINIA: At the Pittsylvania County Board of Supervisors’ (“Board”) October 17, 2023, Business Meeting, the following Resolution was presented and adopted:

WHEREAS, annually, the County’s Pet Center takes in almost 2,400 animals in need of assistance; and

WHEREAS, these animals are lost, stray, owner surrenders, or removed from homes by County Animal Control Officers; and

WHEREAS, it is not uncommon for County Animal Control to pick up animals other than cats or dogs; sometimes cows, horses, goats, or chickens, and one year, the County seized eighteen (18) pigs; and

WHEREAS, until recently, Kay Geyer, DVM (“Dr. Geyer”), had assisted the County by allowing Animal Control to bring seized livestock to her facility on U.S. Highway 29, but sometimes Geyer did not have enough room to house the animals; and

WHEREAS, due to the volume of livestock, Dr. Geyer suggested building a fenced area adjacent to Animal Control’s Office to house the animals as they awaited the disposition of their cases; and

WHEREAS, Dr. Geyer generously and selflessly donated the materials and construction expense for the fenced area; and

WHEREAS, Dr. Geyer is now working to add a barn there also, which will be large enough to house a couple of horses or cows.

NOW, THEREFORE, BE IT RESOLVED, that the Board expresses its deepest appreciation and gratitude to Dr. Geyer for her generous donations to Animal Control and for her general care for County animals.

Given under my hand this 17th day of October, 2023.

Darrell W. Dalton
Chairman, Pittsylvania County Board of Supervisors

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



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Action Item

Agenda Title:	ESRI Small Government Enterprise Agreement Renewal Execution Approval		
Staff Contact(s):	Connie Gibson		
Agenda Date:	October 17, 2023	Item Number:	7.m.
Attachment(s):	1.	County of Pittsylvania EA CONTRACT 2023	
	2.	County of Pittsylvania Sole Source Letter	
Reviewed By:	JVH		

SUMMARY:

The Sole Source contract with ESRI for Small Government Enterprise Software Agreement, GIS annual maintenance subscription, is up for renewal. GIS is part of NG911 data maintenance, web application development and maintenance Map development for the County. For the Board's review and consideration, an ESRI Contract is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The total cost for three (3) years is \$165,000; County will pay \$55,000 per year. These funds have already been included in the FY 2023/2024 County Budget.

RECOMMENDATION:

County Staff recommends the Board award the ESRI Contract as attached and presented.

MOTION:

"I make a Motion awarding the ESRI Contract as attached and presented."

October 3, 2023

Mr. David Arnold
County of Pittsylvania
53 N Main St
Chatham, VA 24531-3113

Dear David,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri
Attn: Customer Service SG-EA
380 New York Street
Redlands, CA 92373-8100

e-mail: service@esri.com
fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jessie White



Quotation # Q-486700

Date: October 3, 2023

Customer # 199124 Contract # ENTERPRISE AGREEMENT

County of Pittsylvania
IT/IM
53 N Main St
Chatham, VA 24531-3113

ATTENTION: David Arnold
PHONE: 434-770-0394
EMAIL: dave.arnold@pittgov.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/3/2023 To: 1/1/2024*

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$55,000.00	\$55,000.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	\$165,000.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$165,000.00

Upon acceptance of the offer, Pittsylvania County agrees to commit to the three-year term. Esri will invoice Pittsylvania County for the annual fee, in advance, each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jessie White	Email: jwhite@esri.com	Phone: (909) 793-2853 x7945
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
250 ArcGIS Online Viewers
250 ArcGIS Online Creators
37,500 ArcGIS Online Service Credits
250 ArcGIS Enterprise Creators
5 ArcGIS Insights in ArcGIS Enterprise
5 ArcGIS Insights in ArcGIS Online
50 ArcGIS Location Sharing for ArcGIS Enterprise
50 ArcGIS Location Sharing for ArcGIS Online
4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
4 ArcGIS Utility Network User Type Extensions (Enterprise)
4 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

SOLE SOURCE LETTER

Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373



DATE: October 4, 2023

TO: County of Pittsylvania

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Subject to the disclosures set forth below, Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri[®] software.

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.



Jackie Ricks



BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Action Item

Agenda Title:	Certificate of Recognition (Emily Marie Bivens Memorial Foundation) Transmission Approval				
Staff Contact(s):	Nancy Eanes				
Agenda Date:	October 17, 2023	Item Number:	7.n.		
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>Emily Bivens Memorial Fund</td> </tr> </table>			1.	Emily Bivens Memorial Fund
1.	Emily Bivens Memorial Fund				
Reviewed By:	JVH				

SUMMARY:

In August 2022, Riley Jo Bivens created a music scholarship in honor of Blake Bivens' wife, Emily Marie Bivens. Emily believed in the power of music and had a true gift of musical talent that she wanted to share with future generations. Her immense passion for music is why this foundation and scholarship exists. Donations to the Emily Marie Bivens Memorial Foundation are used to completely fund a one (1)-year scholarship for piano lessons for children who would otherwise never have the chance. Not only does the scholarship completely cover the expenses of a one (1)-on-one (1) instructor, scholarship recipients also receive their very own keyboard to continue to learn and grow at home for years to come. They currently have two (2) instructors and five (5) students in the program. Children in the City of Danville, Virginia, along with surrounding counties and the Dan River District, are eligible to apply. Via the attached Certificate of Recognition, the Board strongly desires to honor Riley Jo Bivens for the creation of this scholarship in honor of Emily Marie Bivens.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the Certificate of Recognition as attached and presented.

MOTION:

"I make a Motion approving the Certificate of Recognition as attached and presented."

Certificate of Recognition

In August 2022, Riley Jo Bivens created a music scholarship in memory of Blake Bivens' wife, Emily Marie Bivens. Emily believed in the power of music and she had a true gift of musical talent that she wanted to share with future generations. Her immense passion for music is why this foundation and scholarship exists. Donations to the Emily Marie Bivens Memorial Foundation are used to completely fund a one year scholarship for piano lessons for children who would otherwise never have the chance. Not only does the scholarship completely cover the expenses for a one-on-one instructor, scholarship recipients will also receive their own keyboard to continue to learn and grow at home for years to come. They currently have two instructors and five students in the program. Children in the City of Danville, along with surrounding counties and the Dan River District, are eligible to apply. The Pittsylvania County Board of Supervisors would like to recognize Riley Jo Bivens for the creation of this scholarship in honor of Emily Marie Bivens.

In Memory of Emily Marie Bivens

Given this 17th day of October, 2023

PITTSYLVANIA
COUNTY, VIRGINIA

Nancy K. Eanes
Dan River District

Darrell W. Dalton
Chairman

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Professional Assessor Designation Letter Submission Authorization (Fred Pearson)					
Staff Contact(s):	Patsy Budd					
Agenda Date:	October 17, 2023	Item Number:	7.o.			
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td colspan="2">Letter to Dept of Taxation</td> </tr> </table>			1.	Letter to Dept of Taxation	
1.	Letter to Dept of Taxation					
Reviewed By:	JVH					

SUMMARY:

On May 17, 2022, the Pittsylvania County Board of Supervisors ("Board") hired Pearson's Appraisal Services to be the contractor for Pittsylvania County, Virginia's ("County") 2024 Reassessment. As part of the Reassessment process, the Commonwealth of Virginia's Department of Taxation ("DOT") requires the local governing body to offer up a Professional Assessor to be officially recognized and approved by the DOT. County Staff proposes the Board ask for Fred Pearson ("Pearson") to be officially recognized by the DOT as the Professional Assessor for the County's 2024 Reassessment. Pearson has a valid DPOR license (# 4001000428), that expires January 31, 2024. He has also met his requirements for continuing education with DPOR. For the Board's review and consideration, attached is a letter evincing the same.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the submission of the attached letter to the DOT seeking the official recognition of Pearson as the Professional Assessor for the County's 2024 Reassessment.

MOTION:

"I make a Motion approving the submission of the attached letter to the DOT seeking the official recognition of Pearson as the Professional Assessor for the County's 2024 Reassessment."

October 11, 2023

VIA U.S. MAIL

David E. Seay
Senior Property Appraisal Consultant
Property Tax Unit
General Legal & Technical Services
Virginia Department of Taxation
P.O. Box 565
Richmond, Virginia 23218-0565

Re: Pittsylvania County 2024 Reassessment; Professional Assessor Designation

Dear Mr. Seay,

On May 17, 2022, the Pittsylvania County Board of Supervisors (“Board”) hired Pearson’s Appraisal Services to be the contractor for Pittsylvania County, Virginia’s (“County”) 2024 Reassessment. In furtherance of the same, the Board hereby officially recognizes Fred Pearson (“Pearson”) as the Professional Assessor for the County’s 2024 Reassessment. Pearson has a valid DPOR license (# 4001000428), that expires January 31, 2024. He has also met his requirements for continuing education with DPOR. The County’s RFP and Contract for this Reassessment was previously sent to your Office on October 11, 2023.

Please do not hesitate to contact me if I can be of any further assistance.

Sincerely yours,

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

Cc: PCET (via email)
Hon. PCBOS (via email)
Fred Pearson (Assessor); (via email)
Patsy Budd (Internal Auditor/Reassessment Project Coordinator); (via email)
Hon. Robin Goard (COR); (via email)
Hon. Vincent Shorter (Treasurer); (via email)

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	PSAP Grant Appropriation Approval				
Staff Contact(s):	Kim VanDerHyde				
Agenda Date:	October 17, 2023	Item Number:	7.p.		
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>Pittsylvania_FY24-STAFF</td> </tr> </table>			1.	Pittsylvania_FY24-STAFF
1.	Pittsylvania_FY24-STAFF				
Reviewed By:	JVH				

SUMMARY:

The County's Public Safety Department was recently awarded a Grant from the Virginia 911 Services Board in the amount of \$48,750.00. These funds are to be used during FY 2024 for staffing recognition of employees of the E911 Dispatch Center. This Grant will make it possible to provide bonuses to the E911 Dispatch Staff for the hard work they do behind the scenes to keep County citizens safe.

FINANCIAL IMPACT AND FUNDING SOURCE:

This Grant requires no local match.

RECOMMENDATION:

County Staff recommends the Board approve the appropriation of \$48,750 to the Grants Fund for the purpose of providing bonuses to all E911 Dispatch Staff.

MOTION:

"I make a Motion approving the appropriation of the \$48,750 to the Grants Fund for the purpose of providing bonuses to all E911 Dispatch Staff.

Shawn Talmadge
Chairman
VDEM

Hon Kevin W. Hall
Sheriff
Vice Chairman
City of Covington

Sharon Lawrence
Treasurer
Comptroller



Dorothy Spears-Dean, Ph.D.
Deputy State Coordinator
VDEM
(804) 840-7260

Mary Binford
PSC Coordinator
VDEM
(804) 536-8177

Virginia 9-1-1 Services Board

September 28, 2023

Dear Pittsylvania PSAP:

I am pleased to advise you that the Virginia 9-1-1 Services Board has approved your FY24 Staffing Recognition grant request on 9/14/2023. You have been awarded the following grant:

Grant ID: FY24-STAFF-082
Award Amount: \$48,750.00
Award Period Start: 9/14/2023
Award Period End: 6/30/2024

Payment will be made on a reimbursement basis only for allowable costs. All funding requests must be submitted on the PSAP Grant Funding Reimbursement Form and submitted to psapgrants@vdem.virginia.gov. All supporting documentation required by the grant guidelines should be attached to the form when it is submitted.

If you need to review the grant guidelines or need copies of grant reimbursement forms, you can visit the Public Safety Communications Division website which is located at <https://psc.vdem.virginia.gov/>.

All grant funds for this award must be expended by 6/30/2024.

If you have any questions, please do not hesitate to contact me or your NGS Outreach Manager. Questions can also be directed to the PSAP Grants mailbox: psapgrants@vdem.virginia.gov.

Congratulations on your grant award!

Sincerely,

A handwritten signature in cursive script that reads "Mary Binford".

Mary Binford
Public Safety Communications Coordinator

Justin Martin
Finance Director
Carroll County

Julie Henry
Virginia State Police

Gary Critzer
Emergency Mgmt/ EMS Dir
City of Waynesboro

Todd Brewster
Police Chief
Town of Blacksburg

Terry Ellis
Comcast

John DiBacco
Fire Chief
City of Norfolk

Patricia Turner
Loudoun County

Pete Hatcher
AT&T

Michelle Painter Lama
T Mobile

Matthew Ogburn
Verizon Communications

Robert Osmond
CIO - VITA

Judson W. Smith
Bedford County

Gabe Elias
SWIC
Advisor

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Preventive Maintenance and Repairs for Solid Waste Collection Equipment		
Staff Contact(s):	Connie Gibson		
Agenda Date:	October 17, 2023	Item Number:	7.q.
Attachment(s):	1.	RFP PM for SW Collections Sites	
	2.	Contract	
	3.	Contract	
Reviewed By:	JVH		

SUMMARY:

The purchasing department issued an RFP for Preventive Maintenance and Repairs for Solid Waste Equipment for the compactors and containers. It was advertised on the County website, VA Business Opportunity website and Star Tribune. We received four (4) proposals. Chris Adcock, Samantha Stone, and Rodney Poole were on the evaluation committee. The committee wants to award to the top two (2) ranking vendors, First Piedmont Waste Solutions and Danville Mobile Container.

FINANCIAL IMPACT AND FUNDING SOURCE:

Funds have been allocated in the Solid Waste Collections line 520-4-042300-331000.

RECOMMENDATION:

Staff recommends the Board award the contracts as attached.

MOTION:

"I make a Motion to award the contracts as attached."



PITTSYLVANIA COUNTY, VIRGINIA

REQUEST FOR PROPOSALS

20230810

August 10, 2023

Preventive Maintenance and Repairs for Solid Waste Collection
Equipment

CONTACT: CONNIE GIBSON, PURCHASING MANAGER

434-432-7744

Email: connie.gibson@pittgov.org

Pittsylvania County, Virginia
RFP # 20230810
Issue date: August 10, 2023
Preventive Maintenance and Repairs for Solid Waste Equipment

QUESTIONS: All inquiries for information regarding this solicitation should be directed to: Connie Gibson, Purchasing Manager, 434-432-7744 or email connie.gibson@pittgov.org.

DUE DATE: Sealed Proposals will be received until Thursday, **September 13, 2023**, no later than **2:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

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

All Proposals must be in a sealed envelope and clearly marked in the lower left corner:
Sealed Proposal - RFP #20230810, Preventive Maintenance and Repairs for Solid Waste Collection Equipment.

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. **All Proposals shall be received by 2:00 P.M., Thursday, September 13, 2023.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

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

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

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

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

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

Name and Address of Firm:

_____ Date: _____
_____ By: _____
_____ (Signature in Ink by Officer of the Corporation)
_____ Name: _____
_____ (Please Print)
_____ Zip Code _____ Title: _____
Phone: (____) _____ Fax: (____) _____
E-mail: _____ State of Incorporation: _____
State Corporation Commission #: _____

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

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

(Return this Form)

A. **PURPOSE**

Pittsylvania County is looking for qualified contractors that can provide a preventive maintenance and repairs program for any type of front load /rear load dumpsters, roll-off containers and compactors, associated with waste hauling.

B. **BACKGROUND**

Pittsylvania County has 24 compactor sites. Each site has a compactor and two (2) 40 yard Open Top containers. One site has two (2) compactors and four (4)- 40 yard open top containers. See attachment A for each location.

It is the intent of Pittsylvania County, Virginia to execute a contract with the most qualified vendor that presents an economically viable proposal. The composition of the VENDOR's organization and service they would provide, along with a price, shall be clearly defined and stated with the proposal. Past experience and qualifications of the organization shall be detailed in the proposal. The vendor must have trained staff able to completely refurbish our containers at a designated centralized facility or at the 24 different sites located in Pittsylvania County.

C. **SCOPE OF SERVICE**

Maintenance on compactors and frontend boxes to include but not limited to:

Compactors

- Preventive Maintenance
- Electric, Hydraulic & Mechanical Repairs
- Painting & Refurbishing
- Emergency Repair

Front and Rear Load REL Repairs

- Lid & Lid Assembly Replacements
- Parts Replacement
- Total Bottom Replacements
- Any Heavy Duty Repairs
- On-site or On-yard Container Maintenance

D. **REPAIR SERVICE**

Repair service shall be performed at the location(s) of equipment within timeframes specified after call for service. Repair service PRICING shall be on an hourly rate charge basis depending on whether service is required on an emergency or scheduled basis as indicated on the bid form. Repair invoices shall list labor as a separate charge from supplies, materials, and parts. All charges for parts shall be at cost unless a percent mark-up is indicated on attachment A of the solicitation. Invoices for parts purchased by the contractor shall be included with the contractors final invoice to the County. The County reserves the right to engage an alternate contractor to carry out repair work if it is deemed to be in the best interest of the County when consideration is given to price, response time, or warranty work.

****Pittsylvania County cannot guarantee any amount of work during the contract period. Thus, making the contract on a “as needed basis”.**

The below services are negotiable:

- a) Emergency Service:
 1. Respond within two hour of County’s call(s) for service.
 2. Be at location of required service within two hours after notification by the County.

- b) Scheduled Service:
 1. Respond within four hours of County’s call(s) for service.
 2. Be at location of required service within twenty-four hours after notification by the County.

- c) Failure by the Contractor to respond to service calls within the allowed response time may place the Contractor in default and result in cancellation of the purchase order and/or contract.

E. TECHNICAL DOCUMENTATION

The Contractor shall obtain necessary technical documentation pertaining to maintenance or service and any additions to the County’s inventory throughout contract and extension periods.

1. Malfunction Reports: Contractor shall complete and furnish a malfunction report for each maintenance or service call with the invoice. A copy of each malfunction report shall be presented with time and material used outside the parameters of the monthly/annual charge. Invoices shall be received by the County before the next scheduled maintenance.

2. Reports shall include, at a minimum, the following information:
 - Date and time notification received.
 - Location of equipment.
 - Date and time of arrival.
 - Type and model of equipment.
 - Time spent for repair.
 - Description of malfunction and repair
 - Date and time equipment is made operational.
 - Part(s) ordered.

3. Detailed description of all completed repair work certifying equipment is in working order shall be signed by authorized County Representative at the time work is performed and must accompany the invoice for such work.

F. SERVICE RECORDS

In addition to the malfunction incident report (s), Contractor shall maintain a complete record of all service performed on each piece of equipment, including all parts replaced. This service record

shall be furnished to the designated County representative for review. The service record shall be an individual record identifying each piece of equipment explicitly, with a complete history of service and all parts used. All service records and all test results shall be furnished to the County for review.

G. COUNTY RESPONSIBILITIES:

The County will coordinate with the Contractor to:

- Schedule equipment service times.
- Provide access to all equipment when necessary.

H. TECHNICAL POINT OF CONTACT:

All work performed will be supervised and verified by the Supervisor of the Landfill.

I. OFFEROR'S INSTRUCTION

PROPOSAL PREPARATION:

1. The Offeror must submit a proposal, which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to provide the ensure that all information required herein is submitted with the proposal. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Each copy of the proposal should be bound with all documentation in a single volume where practical. Responses must, in any event, contain the following information and be organized into separate chapters and sections using the format described below in order to provide each firm an equal opportunity for consideration:

- Proposer's plans, including, but not limited to experience in providing services described herein for other clients and the expertise of participating personnel.
- Firm's background, company history, and locations, including the principals and their background. (Please detail the ownership structure and other relevant information regarding the firm.)
- Proposer's experience.
- A detailed price schedule including all labor, supervision, equipment, tools, parts, and materials, as necessary.
- A list of clients for whom similar services have been provided and dates when the service was provided. Include client name, address, telephone number, description of type of services performed, and person the County may contact.
- A copy of any applicable Federal, State, or Local license
- A certificate of insurance

2. Proposals shall be signed by the authorized representative of the Offeror.

3. Proposals should be prepared simply and economically, providing a straightforward, concise and detailed description of capabilities to satisfy the requirements of the RFP.

PROPOSAL EVALUATION PROCESS

The County of Pittsylvania's Purchasing Department shall review and evaluate all proposals submitted by Offerors responding to this RFP. The proposals will be evaluated and ranked based on the Evaluation Criteria listed below. The County of Pittsylvania may ask top ranked Offerors to attend a presentation discussion as part of the evaluation process. At the conclusion of the evaluation process, the County will select one or more firms with whom final negotiations will be conducted in an effort to obtain a contract.

PROPOSAL EVALUATION CRITERIA

The respondents will be evaluated on the following criteria:

- 1) Completeness of Proposal (25 points)
- 2) Qualifications and Experience of the Proposer, including (30 points)
- 3) applicable Virginia licensing requirements (5 points)
- 4) Proposal Cost (25 points)
- 5) References (15 points)

The County of Pittsylvania reserves the right to reject any or all proposals

SPECIAL TERMS AND CONDITIONS

1. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The County may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Pittsylvania County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
2. **ADDITIONAL SERVICES:** In the event that the County requires additional services of a similar nature as those included in the scope of services in this solicitation, the Firm shall provide the County with a written estimate of the total costs to complete the work required. If the County determines that the estimated price is not fair and reasonable, it has the right to ask the Firm to reevaluate the estimate. If the revised estimate is determined to be not

fair and reasonable, the County reserves the right to obtain additional quotes from other Firms.

3. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the Pittsylvania County Board of Supervisors, state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **CANCELLATION OF CONTRACT:** The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 calendar day's written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
6. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the County of Pittsylvania, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
7. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the County's satisfaction at the contractor's expense.
8. **NON-APPROPRIATION BY PUBLIC BODY:** Bidder acknowledges that Pittsylvania County is a governmental entity, and that contract validity is based upon the availability of public funding under the authority of the Board of Supervisors. In the event that public funds are unavailable and/or not appropriated for the performance of the County's obligations under any contract, then the contract shall automatically expire without penalty to the County upon receipt of written 30-day notice by the County to the Contractor of the unavailability and/or non-appropriation of public funds.

9. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award, as a result of this solicitation, the County will publicly post such notice on the Pittsylvania County website (www.pittsylvaniacountyva.gov) and at the County Administration Building, located at 1 Center Street, Chatham, VA, 24531.

10. **RENEWAL OF CONTRACT:** This contract may be renewed by the County for four (4) successive one- year periods under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

If during any subsequent renewal periods, the County elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Household Operations category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

PITTSYLVANIA COUNTY
GENERAL TERMS AND CONDITIONS
(not all will be applicable)

Any Special terms and conditions will supersede the below terms and conditions

A.	VENDORS MANUAL	1
B.	APPLICABLE LAWS AND COURTS	1
C.	ANTI-DISCRIMINATION	1
D.	ETHICS IN PUBLIC CONTRACTING	2
E.	IMMIGRATION REFORM AND CONTROL ACT OF 1986	2
F.	DEBARMENT STATUS	2
G.	ANTITRUST	3
H.	CLARIFICATION OF TERMS	3
I.	PAYMENT	3
J.	PRECEDENCE OF TERMS	4
K.	QUALIFICATIONS OF BIDDERS OR OFFERORS	4
L.	TESTING AND INSPECTION	4
M.	ASSIGNMENT OF CONTRACT	4
N.	CHANGES TO THE CONTRACT	4
O.	DEFAULT	4
P.	TAXES	5
Q.	USE OF BRAND NAMES	5
R.	TRANSPORTATION AND PACKAGING	5
S.	INSURANCE	5
T.	ANNOUNCEMENT OF AWARD	6
U.	DRUG-FREE WORKPLACE	6
V.	NONDISCRIMINATION OF CONTRACTORS	7
W.	AVAILABILITY OF FUNDS	7
X.	SMALL, WOMEN-, MINIORITY AND SERVICE DISABLED VETERAN-OWNED.	

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit court of Pittsylvania County. The county and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any 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. 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.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this 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 was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in Pittsylvania County, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Pittsylvania County all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the

antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by Pittsylvania County under said contract.

H. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the County shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the County, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the county and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the

primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

3. The Pittsylvania County encourages contractors and subcontractors to accept credit card payments.
- J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** Pittsylvania County may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The County further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the County that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- L. **TESTING AND INSPECTION:** Pittsylvania County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of Pittsylvania County.
- N. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Department may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Department of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Manager's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Department decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Department a credit for any savings. Said compensation shall be determined by one of the following methods:

Any additions or changes to the contact shall be mutually agreed upon between the parties in writing and approved by the Purchasing Manger before the changes take affect.
- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may terminate this contract and procure all goods and/or services

contracted for, from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

- P. **TAXES:** Sales to Pittsylvania County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The County's excise tax exemption registration number is 54-6001508.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- Q. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

- R. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon 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 legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

- S. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offers certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offers further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.

4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	<i>Code of Virginia § 8.01-581.15</i> https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the County’s website (www.pittsylvaniacountyva.gov) for a minimum of 10 days.
- U. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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, dispensation, 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 the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the Board of Supervisors has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

X. Small, Women-, Minority and Service Disabled Veteran-Owned Business Participation.

The Purchasing Department will try to facilitate the participation of small, women-, minority-, and service disabled veteran-owned businesses in the procurement transactions of the County. The County grants no preferences or set-asides to such businesses. The Purchasing Department shall assist any such business in understanding bids or proposals.

A. Discrimination Prohibited.

In the solicitation of awarding of contracts, The County shall not discriminate against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or other basis prohibited by state or federal law relating to discrimination in employment.

Pittsylvania County shall not discriminate against any faith-based organizations.

STATEMENT OF DISCLAIMER

RE: _____ (BID OR RFP #)

This is to certify that no employee, official, or elected officer of the County of Pittsylvania has a proprietary interest in the company, corporation, partnership, or other organization, furnishing the goods and/or services, or stands to benefit personally from the furnishing of such goods or services as referenced above.

FIRM: _____

BY: _____

TITLE: _____

CONTRACTOR ELIGIBILITY CERTIFICATION

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

Name of Official

Title

Firm or Corporation

ATTACHMENT A
COMPACTOR COLLECTION SITES

58 East

**5355 South Boston Highway
Sutherlin, VA 24594**

Blairs

**375 Blairs Circle
Blair's, VA 24527**

Callahans Hill (58 West)

**110 Target Drive
Danville, VA 24541**

Callands

**20400 Franklin Turnpike
Chatham, VA 24531**

Chatham (57)

**655 Moses Mill Road
Chatham, VA 24531**

Gretna

**6300 Rockford School Road
Gretna, VA 24557**

Grit

**3700 Wards Road
Hurt, VA 24563**

Motley

**1130 Highway View
Hurt, VA 24563**

Mt. Airy

**110 Renan Road
Gretna, VA 24557**

Mt. Cross
4080 Mount Cross Road
Danville, VA 24540

Mt. Hermon
3575 Franklin Turnpike
Danville, VA 24540

Mt. Tabor
3001 Mt. Tabor Road
Keeling, VA 24566

Old Mayfield
980 Old Mayfield Road
Danville, VA 24541

Ringgold (729)
3875 Kentuck Road
Ringgold, VA 24586

Ringgold Depot (734)
155 Ringgold Road
Ringgold, VA 24586

Smith Mountain
155 Smith Mountain Road
Penhook, VA 24137

Tunstall (622)
95 Cascade Road
Cascade, VA 24069

Sandy River Medical Center
4560 Medical Center Road
Axton, VA 24054

Vo-Tech
11400 US Highway 29
Chatham, VA 24531

Whitmell
240 Bowl Drive

Dry Fork, VA 24549

WI Powell (839/41)
2006 WI Powell Drive
Dry Fork, VA 24549

Level Run
7550 Level Run Road
Long Island, VA 24569

Climax
8004 Climax Road
Gretna, VA

Meadow Ridge
211 Meadow Ridge Ct.
Gretna, VA

PITTSYLVANIA



COUNTY, VIRGINIA

Contract Number: 101023A

This contract entered into this 1stst day of November, by First Piedmont Waste Solutions.; 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 the services to the County of Pittsylvania as set forth in the RFP# 20230810 and proposal received. We have awarded two (2) vendors from the RFPS. Projects/Work orders will be assigned by the Public Works Director or Landfill Supervisor.

PERIOD OF PERFORMANCE: **PERIOD OF PERFORMANCE:** From: 11/1/23 through 10/31/2024 with four (4) one- year renewals at the option of the County.

The contract documents shall consist of:

- A. This signed form;
- B. The following portions of the Request for Proposals dated 8/10/23:
 - (1) Scope of services, of the RFP
 - (2) Pittsylvania County General Terms and Conditions
 - (3) Pittsylvania County Special Terms and Condition
- C. The Provider’s Proposal dated 09/13/2023

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.

PITTSYLVANIA



COUNTY, VIRGINIA

Contract Number: 101023B

This contract entered into this 1stst day of November, by Danville Container Service.; 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 the services to the County of Pittsylvania as set forth in the RFP# 20230810 and proposal received. We have awarded two (2) vendors from the RFPS. Projects/Work orders will be assigned by the Public Works Director or Landfill Supervisor.

PERIOD OF PERFORMANCE: **PERIOD OF PERFORMANCE:** From: 11/1/23 through 10/31/2024 with four (4) one- year renewals at the option of the County.

The contract documents shall consist of:

- A. This signed form;
- B. The following portions of the Request for Proposals dated 8/10/23:
 - (1) Scope of services, of the RFP
 - (2) Pittsylvania County General Terms and Conditions
 - (3) Pittsylvania County Special Terms and Condition
- C. The Provider’s Proposal dated 8/28/2023.

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.

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:	October 17, 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 October Consent Agenda or at previous Meetings.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Rezoning Case

Agenda Title:	Public Hearing: Case R-23-025; Michael and Jane Kendrick; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 7-0 vote, with no opposition, that the Petitioners' request be granted. (Supervisor Ingram)						
Staff Contact(s):	Emily Ragsdale						
Agenda Date:	October 17, 2023	Item Number:	10.a.1.				
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>R-23-025 Jane Kendrick App</td> </tr> <tr> <td>2.</td> <td>R-23-025 Jane Kendrick Maps</td> </tr> </table>			1.	R-23-025 Jane Kendrick App	2.	R-23-025 Jane Kendrick Maps
1.	R-23-025 Jane Kendrick App						
2.	R-23-025 Jane Kendrick Maps						
Reviewed By:	JVH						

SUMMARY:

In Case R-23-025, Michael and Jane Kendrick ("Petitioners") have petitioned to rezone three (3) parcels totaling 27.92 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow the property to be used for agricultural purposes). The subject properties are located off State Road 847/Sam Haley Road and State Road 848/Joe Carter Road, in the Tunstall Election District, and shown on the Tax Maps as GPIN #s 1450-72-9769, 1450-82-1035, and 1450-62-4339. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On September 5, 2023, the Planning Commission recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted. For the Board's review, the County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-23-025 as presented. The subject property is adjacent to other properties currently zoned A-1, Agricultural District, and the rezoning would be consistent with the County's Comprehensive Plan.

MOTION:

"In Case R-23-025, I make a Motion approving the rezoning of 27.92 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow the property to be used for agricultural purposes."

STAFF SUMMARY

<u>CASE</u> R-23-025	<u>ZONING REQUEST</u> R-1 to A-1	<u>CYCLE</u> September 2023/October 2023
<u>SUBJECT/PROPOSAL/REQUEST</u> Michael & Jane Kendrick are requesting to rezone property from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District.		PLANNING COMMISSION: September 5, 2023
DISTRICT: Tunstall		BOARD OF SUPERVISORS: October 17, 2023
		ADVERTISED: August 23 & 30, 2023 & September 20 & 27, 2023

SUBJECT

Requested by Michael and Jane Kendrick, to rezone property located off State Road 847/Sam Haley Road and State Road 848/Joe Carter Road, in the Tunstall Election District and shown on the Tax Maps as GPIN #s 1450-72-9769, 1450-82-1035, and 1450-62-4339. The applicant is requesting to rezone three (3) parcels, totaling 27.92 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow the property to be used for agricultural purposes.

BACKGROUND/DISCUSSION

Michael and Jane Kendrick are requesting to rezone three (3) properties, totaling 27.92 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for agricultural uses on the subject properties. The properties are currently zoned R-1, Residential Suburban Subdivision District. Under the current zoning classification, this type of use would only be allowed as an incidental use. Section 35-51 of the Pittsylvania County Zoning Ordinance states that “incidental agricultural is permitted in any district that allows residential uses provided that such agricultural use shall not occupy over five (5) acres.” In order for the property to be used for agricultural uses with the current R-1 zoning classification, the property must be occupied by a dwelling. The applicants are requesting to rezone the property to bring the use of the properties into compliance with the current Ordinance requirements.

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

FUTURE LAND USE DESIGNATION

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

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to A-1, Agricultural District, and R-1, Residential Suburban Subdivision District, zoned properties.

SITE DEVELOPMENT PLAN

N/A

RECOMMENDATION

Staff recommends APPROVAL of Case R-23-025, submitted by Michael and Jane Kendrick, requesting to rezone a total of 27.92 acres located off State Road 847/Joe Carter Road & State Road 848/Joe Carter Road, in the Tunstall Election District and shown on the Tax Maps as GPIN #s 1450-62-4339, 1450-72-9769, 1450-82-1035. The subject properties are adjacent to properties currently zoned A-1, Agricultural District and the rezoning would be consistent with the County’s Comprehensive Plan.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-23-025 as submitted.
2. Recommend denial of Case R-23-025 as submitted.

ATTACHMENTS:

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

**PITTSYLVANIA COUNTY
APPLICATION FOR REZONING**

Michael & Jane Kendrick, as owners of the below described properties, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Michael & Jane Kendrick
Address: 240 Joe Carter Road, Danville, VA 24541
2. Location of Property: Route 848/Joe Carter Road & State Road 847/Sam Haley Road
Telephone: 434-250-5605
3. Tax Map Numbers: 1450-62-4339, 1450-72-9769 & 1450-82-1035
4. Election District: Tunstall
5. Size of Property: 27.92 acres
6. Existing Land Use: Vacant

Total Amount: \$410.89 #9775
Taken By: K. Hayes B1410.89

Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: To use for agricultural purposes

Proposed Zoning: A-1, Agricultural District

8. Are conditions being proffered: Yes No

9. Check completed items:

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

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

Jane Kendrick
Jane Kendrick

OFFICE USE ONLY
Application Deadline: 07/27/23
Received By: ESR
B.O.S. Meeting Date: 10/17/23

Application No. R-23-025
P.C. Meeting Date: 09/05/23
Date Received: 07/17/23
Action: _____

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

27.92 acres of land, generally located)
on State Road 847/Sam Haley Road)
& State Road 848/Joe Carter Road within)
the Tunstall Election District and recorded)
as parcel ID #s 1450-62-4339, 1450-72-9769)
& 1450-82-1035 in the Pittsylvania County)
tax records.)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:


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

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

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

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

Respectfully submitted,



Jane Kendrick

August 11, 2023

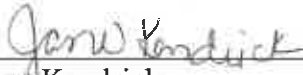
Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

Michael & Jan Kendrick, as owners, would like to apply to the Planning Commission/Board of Supervisors to rezone 27.92 acres, GPIN #s 1450-62-4339, 1450-72-9769, 1450-82-1035, located on State Road 847/Sam Haley Road & State Road 848/Joe Carter Road, in the Tunstall Election District.

We are requesting to rezone these parcels from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District to allow for agricultural use.

Sincerely,



Jane Kendrick



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

SIGN AFFIDAVIT

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

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

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

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

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

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

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

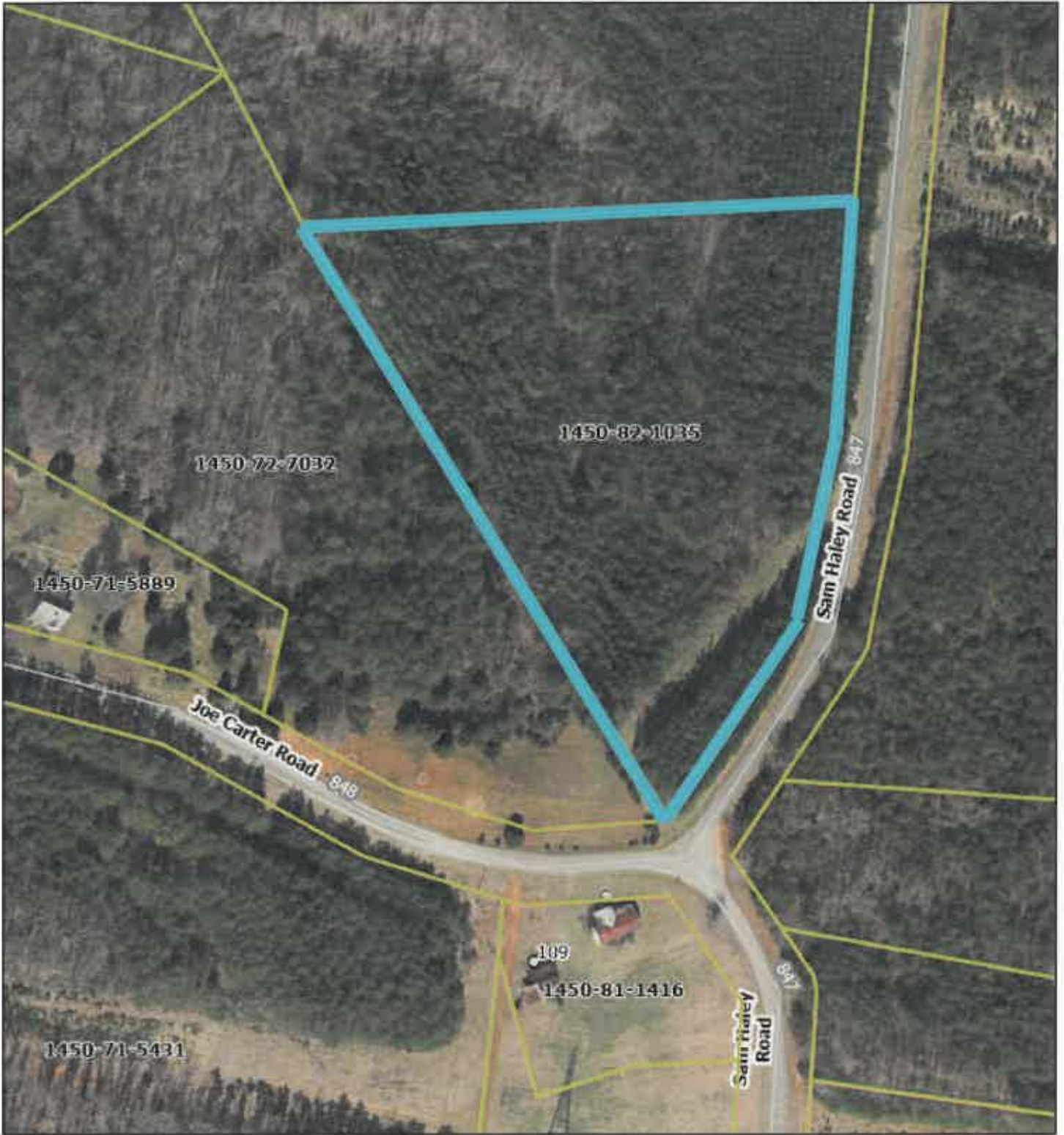
Should the property not be posted and the sign(s) maintained as required above, I understand the board may defer the case.

Case R-23-025 Applicant Joni Kendrick Date 8-18-2023

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_UTILITIES
1450-63-5282	KENDRICK, MICHAEL HENRY	240 JOE CARTER RD	DANVILLE, VA 24541
1450-61-5976	EMERSON, ROBERT B	3450 SUGARTREE CHURCH ROAD	DANVILLE, VA 24541
1450-51-9923	KENDRICK, MICHAEL JOSEPH	513 JOE CARTER RD	DANVILLE, VA 24541
1450-62-8326	KEY, CHRISTOPHER THOMAS	384 JOE CARTER RD	DANVILLE, VA 24541
1450-62-0469	WRIGHT, M DAVID JR	3001 WHISPERING PINES RD	AXTON, VA 24054
1450-82-6190	GARREN, RONNIE E	719 VISTA VIEW LANE	RIDGEWAY, VA 24148
1450-94-9354	POWELL, DANA LYNN	632 SAM HALEY RD	DANVILLE, VA 24541
1450-73-9434	MINTER, BRENDA C	4224 SCOTT LN	WAXHAW, NC 28173
1450-74-0390	VISION AT WORK	333 NORTHMONT BLVD	DANVILLE, VA 24540
1450-82-6190	GARREN, MARSHA CARTER	719 VISTA VIEW LANE	RIDGEWAY, VA 24148
1450-81-7503	MINTER, DON W	4224 SCOTT LN	WAXHAW, NC 28173
1450-81-1416	JEH3 LLC	204 PINEVIEW RD	DANVILLE, VA 24541
1450-81-2033	WOODS, JASON	209 HERMITAGE DR	DANVILLE, VA 24541

R-23-025 MIKE & JANE KENDRICK

ArcGIS Web Map



8/11/2023, 9:20:47 AM

1:2,257

Virginia Cities and Counties

County

Tax Parcels (All)

Assessed Parcels

Assessed Parcels Labels

Addresses

Route Numbers

Streets

ALL OTHER

0 0.01 0.03 0.06 mi






0 0.02 0.04 0.09 km

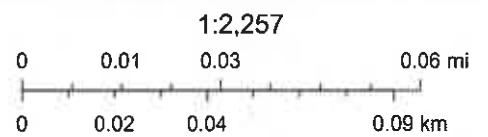
Esri Community Maps Contributors, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Virginia Geographic Information Network (VGIN)

ArcGIS Web Map



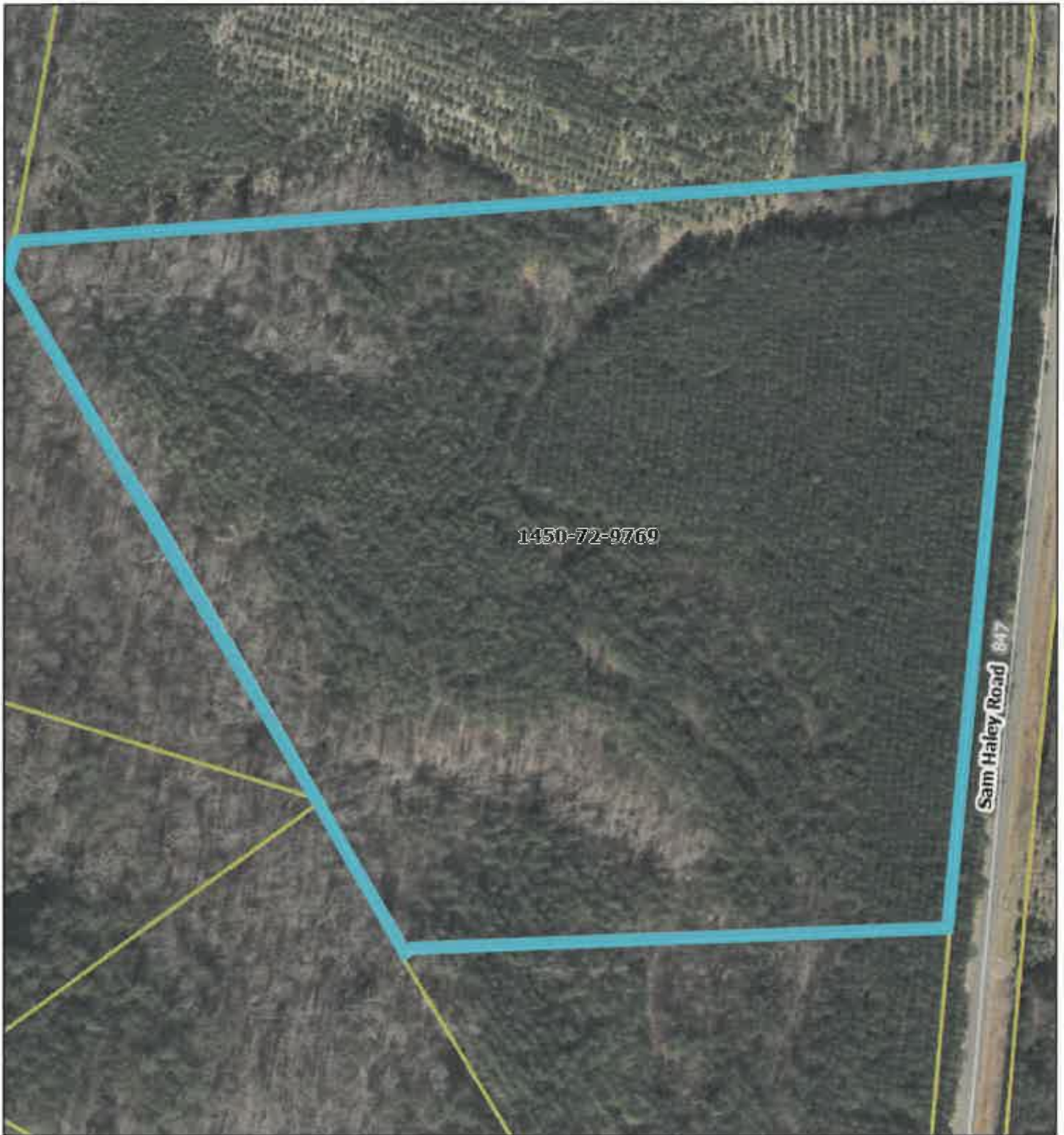
8/11/2023, 8:28:53 AM

- Virginia Cities and Counties  Assessed Parcels
-  County
-  Tax Parcels (All)
-  Assessed Parcels Labels
-  Addresses



Esri Community Maps Contributors, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Virginia Geographic Information Network (VGIN)

ArcGIS Web Map



8/11/2023, 8:35:51 AM

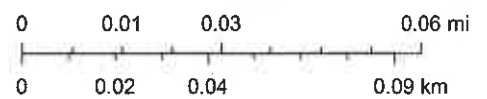
Virginia Cities and Counties

-  County
-  Tax Parcels (All)
-  Assessed Parcels

Assessed Parcels Labels

- Route Numbers
- Streets
- ALL OTHER

1:2,257



Esri Community Maps Contributors, VGIN, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Virginia Geographic Information Network (VGIN)



BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Public Hearing

Agenda Title:	Public Hearing: PCC § 6-6-3 Revision (Southside Soccer Club, Inc., Tax Exemption Application) Approval				
Staff Contact(s):	Kaylyn McCluster				
Agenda Date:	October 17, 2023	Item Number:	10.b.1.		
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>10-17-2023 Public Hearing Notice - Southside Soccer Club Inc Tax Exemption Application - with attachments</td> </tr> </table>			1.	10-17-2023 Public Hearing Notice - Southside Soccer Club Inc Tax Exemption Application - with attachments
1.	10-17-2023 Public Hearing Notice - Southside Soccer Club Inc Tax Exemption Application - with attachments				
Reviewed By:	JVH				

SUMMARY:

Southside Soccer Club, Inc. ("Southside Soccer"), filed an Application for potential tax exemptions on real estate consisting of Parcel # 2421-71-1625. Said Application was submitted to the Commissioner of the Revenue's Office, forwarded to the Board, and duly advertised for a Public Hearing to potentially grant said tax exemption and revise Pittsylvania County Code ("PCC") § 6-6.3 accordingly. For the Board's review and consideration, related documentation is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

If Southside Soccer's tax exemption application is approved, the County's annual loss of tax revenue will be \$1,242.48.

RECOMMENDATION:

After conducting the legally required Public Hearing, County Staff recommends approval of Southside Soccer's tax exemption application.

MOTION:

"I make a Motion approving the revision to PCC § 6-6.3 authorizing Southside Soccer's tax exemption as attached and presented."

PUBLIC HEARING NOTICE

The Pittsylvania County Board of Supervisors will hold a Public Hearing on Tuesday, October 17, 2023, at 7:00 p.m., at the Board Meeting Room, 39 Bank Street, Chatham, Virginia 24531, to receive citizen input on a proposed amendment to Chapter 6-6.3, Property Exempt by Classification or Designation, of the Pittsylvania County Code (“PCC”), to include tangible personal property for Southside Soccer Club, Inc. A complete copy of the proposed revisions is available at the Pittsylvania County Administrator’s Office, 1 Center Street, Chatham, Virginia 24531, Monday through Friday, 8:00 a.m. to 5:00 p.m., as well as on the County’s website at www.pittsylvaniacountyva.gov.



OFFICE OF
COMMISSIONER OF THE REVENUE

PITTSYLVANIA COUNTY
P.O. BOX 272
CHATHAM, VIRGINIA 24531

(434) 432-7940
(434) 656-6211
FAX (434) 432-7957
robin.goard@pittgov.org

Robin Coles-Goard
Commissioner

August 29, 2023

J. Vaden Hunt, Esq.
Pittsylvania County Attorney
PO Box 426
Chatham VA 24531

RE: TAX EXEMPTION APPLICATION SOUTHSIDE SOCCER CLUB INC

Dear Mr. Hunt:

For your review, I have enclosed the Application for Real Estate/Personal Property Tax Exemption by Qualifying Classification or Designation for the Southside Soccer Club Inc. Pursuant to Code of Virginia §58.1-361, the organization is requesting tax exemption by Designation for the real estate owned.

We have reviewed the application and completed the worksheet for exempt revenue projection based on the current real estate rate.

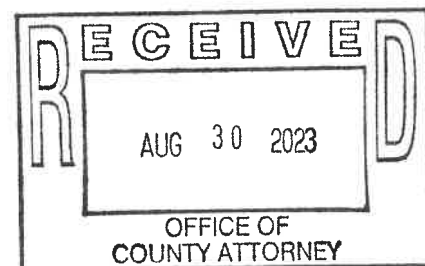
Should you need further information please feel free to contact this office. Once we are advised of the Board of Supervisor's action on this application, we will take the appropriate action.

Regards,

Robin C. Goard
Commissioner of the Revenue

Enclosure: Application for Exemption

RGC/tc





PITTSYLVANIA COUNTY, VIRGINIA
 Robin Goard, Commissioner of the Revenue
 PO Box 272 Chatham, VA 24531
 Phone: 434-432-7940 Fax: 434-432-7957
 Email: robin.goard@pittgov.org
 Website: www.pittsylvaniacountyva.gov



APPLICATION FOR REAL ESTATE-PERSONAL PROPERTY EXEMPTION BY QUALIFYING CLASSIFICATION OR DESIGNATION

(FOR ANY ANSWERS THAT REQUIRE MORE SPACE, PLEASE INCLUDE ATTACHMENTS)

APPLICATION FOR: REAL ESTATE PERSONAL PROPERTY BOTH

TAX PARCEL ID# 2421-71-1625 ACREAGE: 9.519
 (IF REAL ESTATE)

APPLICANT ORGANIZATION: Southside Soccer Club, Inc

MAILING ADDRESS: P.O. Box 10537, Danville, VA 24543
 (STREET) CITY, STATE, ZIP

FEDERAL ID#: 30-0279392

PROPERTY ADDRESS: E. Witt Rd. / 200 Blairs Middle School Cir, Blairs, VA
 (REAL ESTATE) 24543

LEGAL DESCRIPTION OF PROPERTY: (E. Witt Rd / 719 9.52 AC) Recreational athletic fields
 (REAL ESTATE)

PERSONAL PROPERTY: ATTACH A SCHEDULE SHOWING ALL PERSONAL PROPERTY FOR WHICH EXEMPTION IS REQUESTED. SCHEDULE MUST INCLUDE VEHICLE IDENTIFICATION NUMBERS AS WELL AS A COMPLETE DESCRIPTION. NOTE: IF EXEMPTION APPROVED AND ADDITIONAL PROPERTY OBTAINED, A NEW LIST MUST BE FILED WITH THE COUNTY ADMINISTRATION REQUESTING THE ADDITIONAL PROPERTY BE INCLUDED IN THE EXEMPTION ORDINANCE.

PLEASE ANSWER THE FOLLOWING QUESTIONS REGARDING THE ORGANIZATION:

- INDICATE THE TYPE OF EXEMPTION DESIRED: CLASSIFICATION: _____ DESIGNATION:
- IS THE PROPERTY OWNERSHIP CHARTERED OR INCORPORATED UNDER THE LAWS OF THE COMMONWEALTH OF VIRGINIA?
 YES NO _____ (IF YES, ATTACH A COPY OF THE CHARTER)
- FOR WHAT PURPOSE IS THE OWNERSHIP CHARTERED, INCORPORATED OR OTHERWISE IN EXISTENCE?
The Club was formed exclusively for pleasure and recreation under 501(c)(7) of the Internal Revenue Code of 1954. Specifically, the Club conducts and holds soccer games and practices for both youths and adults, and provides the facilities supporting these activities.
- FOR WHAT PURPOSE IS THE PROPERTY BEING USED? PLEASE BE SPECIFIC AND INCLUDE USE OF ACREAGE, IF APPLICABLE.
 IF THERE ARE SEVERAL TYPES OF USE, INDICATE SUCH USAGES BY ACRES OF THE BUILDING, FLOOR LOCATIONS AND LAND ALLOCATIONS.

ACREAGE/PORTION	DESCRIPTION OF USE	BEGINNING DATE
<u>9.519</u>	<u>Recreational athletic fields for soccer</u>	<u>2-21-2023</u>

Continued

Applicant: Southside Soccer Club, Inc.

5. DOES ANY OTHER INDIVIDUAL, ORGANIZATION, ASSOCIATION OR CORPORATION OCCUPY OR USE ANY PART OF THE PREMISES? Yes _____ No

IF YES, PLEASE GIVE DETAIL: (HOW OFTEN, WHAT PART OF THE BUILDING OR PROPERTY, NAME OF ORGANIZATION)

6. IS ANY INCOME, BE IT EARNEST MONEY OR IN KIND SERVICES, RECEIVED FROM THE USE OF ANY PORTION OF THE PROPERTY BY OTHER INDIVIDUALS OR GROUPS, WHETHER CONSIDERED AS RENT OR REIMBURSEMENT FOR NECESSARY EXPENSED FOR SERVICES INCURRED? Yes _____ No

IF YES, PLEASE GIVE DETAIL:

7. DOES YOUR OWNERSHIP GROUP HAVE AN EXEMPTION UNDER U.S. INTERNAL REVENUE CODE SO THAT GIFTS TO YOUR GROUP ARE DEDUCTIBLE BY THE DONOR? Yes No _____

(A) IF YES, GIVE DATE OF INTERNAL REVENUE RULING: March 4, 2005

(B) GIVE INTERNAL REVENUE IDENTIFICATION NUMBER: 30-0279392

8. HAS THE ABC BOARD ISSUED A CURRENT ANNUAL ALCOHOL BEVERAGE LICENSE FOR SERVING ALCOHOL BEVERAGES TO THE ORGANIZATION FOR USE ON THE PROPERTY FOR WHICH TAX EXEMPTION IS SOUGHT? Yes _____ No

9. DOES ANY DIRECTOR, OFFICER, OR EMPLOYEE OF THE ORGANIZATION RECEIVE COMPENSATION IN EXCESS OF A REASONABLE ALLOWANCE FOR SALARIES OR OTHER COMPENSATION FOR PERSONAL SERVICES WHICH SUCH DIRECTOR, OFFICER, OR EMPLOYEE ACTUALLY RENDERS? Yes _____ No

10. DOES THE ACTIVITIES OF THE ORGANIZATION INVOLVE CARRYING ON PROPAGANDA, OR OTHERWISE ATTEMPTING TO INFLUENCE LEGISLATION AND DOES THE ORGANIZATION PARTICIPATE IN OR INTERVENE IN ANY POLITICAL CAMPAIGN ON BEHALF OF ANY CANDIDATE FOR PUBLIC OFFICE? Yes _____ No

11. REQUIRED DOCUMENTATION

(A) ATTACH TO THIS APPLICATION YOUR MOST RECENT FINANCIAL STATEMENT, INCLUDING, WHERE APPLICABLE, IRS FORMS 900; 990; 990EZ; 990T; REFLECTING INCOME AND EXPENDITURES FOR THE MOST CURRENT TWELVE (12) MONTH REPORTING PERIOD, WHICH STATEMENT WILL BECOME A PART OF THIS APPLICATION. THE ATTACHED FINANCIAL STATEMENT IS FOR THE PERIOD FROM 1-1-2022 TO 12-31-2022.

(B) ATTACH A COPY OF SAID ORGANIZATION'S IRS SECTION 501 (C) (3) STATUS CERTIFICATION OR DOCUMENTATION.

(C) ATTACH A COPY OF THE ORGANIZATION'S CONSTITUTION, BY-LAWS, ARTICLES OF INCORPORATION, AND/OR OTHER RELATED DOCUMENTS.

(D) ATTACH A LIST REFLECTING THE NAMES OF ALL TRUSTEES OR CORPORATE/ORGANIZATION OFFICERS, THE DATE APPOINTED OR ELECTED, AND THE COURT IN WHICH THEY QUALIFIED OR IDENTIFY THE INSTRUMENT IN WHICH THEY WERE OFFICIALLY APPOINTED.

Continued

Applicant: Southside Soccer Club, Inc.

- (E) IF INVESTMENTS, SUCH AS STOCKS OR BONDS, ARE REFLECTED ON THE FINANCIAL STATEMENT, ATTACH A LIST OF ALL SUCH INVESTMENTS, INCLUDING NAME OF STOCK, DATE RECEIVED AND VALUE.
- (F) IF APPLYING FOR EXEMPTION BY DESIGNATION, YOU WILL BE RESPONSIBLE FOR THE APPLICABLE COST FOR THE PUBLICATION NOTICE AS REQUIRED UNDER VA. CODE §58.1-3651. YOU SHALL RECEIVE AN INVOICE FOLLOWING THE ADVERTISEMENT FOR EXEMPTION AND PAYMENT SHALL BE MADE TO PITTSYLVANIA COUNTY PRIOR TO BOARD CONSIDERATION. NOTE: IF PAYMENT NOT RECEIVED PRIOR TO PUBLIC HEARING APPLICATION WILL CONSIDERED WITHDRAWN.
- (G) ANY OTHER CRITERIA, FACTS AND CIRCUMSTANCES THAT THE GOVERNING BODY DEEMS PERTINENT TO THE ADOPTION OF SUCH ORDINANCE. (APPLICANT WILL BE NOTIFIED IF NEEDED).

APPLICATION COMPLETED BY: Bill Wiebking
 TITLE: Secretary DATE SUBMITTED: _____
 CONTACT PERSON: Bill Wiebking TELEPHONE NUMBER: 434-334-7820

I, Bill Wiebking, AN APPOINTED OR ELECTED TRUSTEE/OFFICER FOR THE ABOVE NAMED ORGANIZATION, CERTIFY UNDER PENALTY OF LAW THAT THIS APPLICATION AND ALL ATTACHMENTS HERETO HAVE BEEN EXAMINED BY ME AND ALL INFORMATION IS TRUE AND CORRECT.

SIGNATURE OF TRUSTEE/OFFICER: [Signature]
 TITLE: Secretary DATE: 8-28-2023
 SUBSCRIBED AND SWORN TO BEFORE ME THIS 28 DAY OF August 2023
 NOTARY PUBLIC: Pattie E Pickeral
 MY COMMISSION EXPIRES: 10-31-2023





PITTSYLVANIA COUNTY, VIRGINIA
 ROBIN C. GOARD, COMMISSIONER OF THE REVENUE
 PO Box 272 Chatham, VA 24531
 Phone: 434-432-7940 Fax: 434-432-7957
 Email: robin.goard@pittgov.org
 Website: www.pittsylvaniacountyva.gov



**REAL ESTATE/PERSONAL PROPERTY TAX EXEMPTION
 WORKSHEET FOR EXEMPT REVENUE
 (TO BE COMPLETED BY COMMISSIONER OF THE REVENUE OFFICE)**

APPLICANT: Southside Soccer Club, Inc.

REAL ESTATE :

REQUESTED PARCEL ID(S)	ASSESSED VALUE	LEVY
<u>2421-71-1625</u>	<u>\$200,400</u>	<u>\$1,242.48</u>
_____	_____	_____
_____	_____	_____

PERSONAL PROPERTY:

DESCRIPTION OF PROPERTY	ASSESSED VALUE	LEVY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL LOSS OF REVENUE IF EXEMPT: \$1,242.48

Date of public hearing: _____ Approved or Disapproved: _____

Effective Date of exemption: _____ Signature of County Official: _____

If approved, exemption granted only for above listed items. Any changes to property must be reported to the County for an addendum to the adopted ordinance.

(Please submit copy to Commissioner of the Revenue after public hearing and Board of Supervisor action taken)

Filing Instructions

Prepared for: SOUTHSIDE SOCCER CLUB INC. PO BOX 10537 DANVILLE, VA 24543	Prepared by: JONES & ASSOCIATES PLC 635 MAIN ST DANVILLE, VA 24541
2022 FORM 990 ELECTRONIC FILING: THIS RETURN HAS BEEN PREPARED FOR ELECTRONIC FILING. IF YOU WISH TO HAVE IT TRANSMITTED ELECTRONICALLY TO THE IRS, PLEASE SIGN, DATE, AND RETURN FORM 8879-TE TO OUR OFFICE. WE WILL THEN SUBMIT THE ELECTRONIC RETURN TO THE IRS. DO NOT MAIL A PAPER COPY OF THE RETURN TO THE IRS.	

IRS e-file Signature Authorization for a Tax Exempt Entity

For calendar year 2022, or fiscal year beginning _____, 2022, and ending _____, 20__

2022

Department of the Treasury
Internal Revenue Service

Do not send to the IRS. Keep for your records.
Go to www.irs.gov/Form8879TE for the latest information.

Name of filer SOUTHSIDE SOCCER CLUB INC.	EIN or SSN 30-0279392
Name and title of officer or person subject to tax RODNEY LEWIS PRESIDENT	

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line 1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a, or 10a below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b, or 10b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

1a Form 990 check here <input checked="" type="checkbox"/>	b Total revenue , if any (Form 990, Part VIII, column (A), line 12)	1b	<u>188,907.</u>
2a Form 990-EZ check here <input type="checkbox"/>	b Total revenue , if any (Form 990-EZ, line 9)	2b	
3a Form 1120-POL check here <input type="checkbox"/>	b Total tax (Form 1120-POL, line 22)	3b	
4a Form 990-PF check here <input type="checkbox"/>	b Tax based on investment income (Form 990-PF, Part V, line 5)	4b	
5a Form 8868 check here <input type="checkbox"/>	b Balance due (Form 8868, line 3c)	5b	
6a Form 990-T check here <input type="checkbox"/>	b Total tax (Form 990-T, Part III, line 4)	6b	
7a Form 4720 check here <input type="checkbox"/>	b Total tax (Form 4720, Part III, line 1)	7b	
8a Form 5227 check here <input type="checkbox"/>	b FMV of assets at end of tax year (Form 5227, Item D)	8b	
9a Form 5330 check here <input type="checkbox"/>	b Tax due (Form 5330, Part II, line 19)	9b	
10a Form 8038-CP check here <input type="checkbox"/>	b Amount of credit payment requested (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that I am an officer of the above entity or I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2022 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

I authorize JONES & ASSOCIATES PLC to enter my PIN 79392
ERO firm name Enter five numbers, but do not enter all zeros

as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2022 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date _____

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

54648212345
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2022 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date _____

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Form **990**

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

2022

Do not enter social security numbers on this form as it may be made public.

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Go to www.irs.gov/Form990 for instructions and the latest information.

A For the **2022** calendar year, or tax year beginning and ending

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization SOUTHSIDE SOCCER CLUB INC.		D Employer identification number 30-0279392
	Doing business as		E Telephone number 434-836-2468
	Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	G Gross receipts \$ 188,907.
	PO BOX 10537		
	City or town, state or province, country, and ZIP or foreign postal code DANVILLE, VA 24543		H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F Name and address of principal officer: RODNEY LEWIS PO BOX 10537, DANVILLE, VA 24543		H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions	
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		H(c) Group exemption number	
J Website: WWW.SOUTHSIDESOCCER.CLUB		L Year of formation: 2002 M State of legal domicile: VA	
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other			

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: TO PROVIDE SOCCER FACILITIES FOR YOUTH RECREATION		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	4
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	4
	5 Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	0
	6 Total number of volunteers (estimate if necessary)	6	0
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	111,788.	182,815.
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11a)	162.	45.
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	12,920.	6,047.
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	124,870.	188,907.
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	0.	0.
	16a Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b Total fundraising expenses (Part IX, column (D), line 25)	5,927.	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	102,054.	144,293.
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	102,054.	144,293.	
19 Revenue less expenses. Subtract line 18 from line 12	22,816.	44,614.	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	87,053.	131,667.
	22 Net assets or fund balances. Subtract line 21 from line 20	0.	0.
		87,053.	131,667.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer	Date			
	RODNEY LEWIS, PRESIDENT				
Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	RICHARD H JONES CPA	RICHARD H JONES CPA			P00291063
	Firm's name	Firm's EIN			
	JONES & ASSOCIATES PLC	04-3705223			
	Firm's address	Phone no.			
	635 MAIN ST	434-793-8555			
	DANVILLE, VA 24541				

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III []

1 Briefly describe the organization's mission: TO PROVIDE SOCCER FACILITIES FOR YOUTH RECREATION

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 136,478. including grants of \$) (Revenue \$) PROVIDED SOCCER FACILITIES FOR YOUTH RECREATION

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe on Schedule O.) (Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 136,478.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? See instructions		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i>		X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	X	
b Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		X
c Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		X
d Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	X	
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		X
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I. See instructions</i>		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If "Yes," complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? If "Yes," complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? If "Yes," complete Schedule L, Part IV		X
b A family member of any individual described in line 28a? If "Yes," complete Schedule L, Part IV		X
c A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If "Yes," complete Schedule R, Part VI		X
38 Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No response boxes. Includes questions 2a through 17 regarding employee reporting, tax returns, gross income, foreign accounts, prohibited transactions, and charitable contributions.

Part VI Governance, Management, and Disclosure. For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

	1a	1b	4	Yes	No
1a Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.			4		
b Enter the number of voting members included on line 1a, above, who are independent			4		
2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?					X
3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?					X
4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?					X
5 Did the organization become aware during the year of a significant diversion of the organization's assets?					X
6 Did the organization have members or stockholders?					X
7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?					X
b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?					X
8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:					
a The governing body?				X	
b Each committee with authority to act on behalf of the governing body?				X	
9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O					X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	10a	10b	11a	11b	11c	12a	12b	12c	13	14	15a	15b	16a	16b
10a Did the organization have local chapters, branches, or affiliates?														X
b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?														
11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?			X											
b Describe on Schedule O the process, if any, used by the organization to review this Form 990.														
12a Did the organization have a written conflict of interest policy? If "No," go to line 13						X								
b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?						X								
c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done														X
13 Did the organization have a written whistleblower policy?						X								
14 Did the organization have a written document retention and destruction policy?						X								
15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?														
a The organization's CEO, Executive Director, or top management official														X
b Other officers or key employees of the organization														X
If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.														
16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?														X
b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?														

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed NONE

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain on Schedule O)

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records
THE ORGANIZATION - 434-836-2468
PO BOX 10537, DANVILLE, VA 24543

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) RODNEY LEWIS PRESIDENT	0.00	X						0.	0.	0.
(2) MARK SHIELDS VICE PRESIDENT	0.00	X						0.	0.	0.
(3) SHANNON JOHNSON SECRETARY	0.00	X						0.	0.	0.
(4) TAMI KAIMON TREASURER	0.00	X						0.	0.	0.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal							0.	0.	0.	
c Total from continuation sheets to Part VII, Section A							0.	0.	0.	
d Total (add lines 1b and 1c)							0.	0.	0.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A)	(B)	(C)	(D)	
		Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a				
	b Membership dues	1b 137,325.				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e				
	f All other contributions, gifts, grants, and similar amounts not included above	1f 45,490.				
	g Noncash contributions included in lines 1a-1f	1g \$				
h Total. Add lines 1a-1f		182,815.				
Program Service Revenue	2 a _____		Business Code			
	b _____					
	c _____					
	d _____					
	e _____					
	f All other program service revenue					
	g Total. Add lines 2a-2f					
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		45.	45.		
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross rents	6a	(i) Real	(ii) Personal		
		b Less: rental expenses	6b			
		c Rental income or (loss)	6c			
	d Net rental income or (loss)					
	7 a Gross amount from sales of assets other than inventory	7a	(i) Securities	(ii) Other		
		b Less: cost or other basis and sales expenses	7b			
		c Gain or (loss)	7c			
	d Net gain or (loss)					
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	8a	6,047.			
		b Less: direct expenses	8b	0.		
	c Net income or (loss) from fundraising events		6,047.			6,047.
	9 a Gross income from gaming activities. See Part IV, line 19	9a				
b Less: direct expenses		9b				
c Net income or (loss) from gaming activities						
10 a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b				
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11 a _____		Business Code			
	b _____					
	c _____					
	d All other revenue					
	e Total. Add lines 11a-11d					
12 Total revenue. See instructions		188,907.	45.	0.	6,047.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX X

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes				
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	28.	28.		
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Sch O.)				
12 Advertising and promotion	5,927.			5,927.
13 Office expenses	3,623.	1,735.	1,888.	
14 Information technology				
15 Royalties				
16 Occupancy				
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	1,362.	1,362.		
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a TOURNAMENT & REGISTRATI	25,795.	25,795.		
b MAINTENANCE	23,561.	23,561.		
c GRANT EXPENSES	20,000.	20,000.		
d UNIFORMS	15,232.	15,232.		
e All other expenses SEE SCH O	48,765.	48,765.		
25 Total functional expenses. Add lines 1 through 24e	144,293.	136,478.	1,888.	5,927.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year	
Assets	1 Cash - non-interest-bearing	86,028.	1	106,468.	
	2 Savings and temporary cash investments		2		
	3 Pledges and grants receivable, net		3		
	4 Accounts receivable, net		4	206.	
	5 Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5		
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6		
	7 Notes and loans receivable, net		7		
	8 Inventories for sale or use		8		
	9 Prepaid expenses and deferred charges		9		
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 19,781.			
	b Less: accumulated depreciation	10b 18,756.	1,025.	10c	1,025.
	11 Investments - publicly traded securities		11		
	12 Investments - other securities. See Part IV, line 11		12		
	13 Investments - program-related. See Part IV, line 11		13		
	14 Intangible assets		14		
	15 Other assets. See Part IV, line 11		0.	15	23,968.
16 Total assets. Add lines 1 through 15 (must equal line 33)		87,053.	16	131,667.	
Liabilities	17 Accounts payable and accrued expenses		17		
	18 Grants payable		18		
	19 Deferred revenue		19		
	20 Tax-exempt bond liabilities		20		
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21		
	22 Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22		
	23 Secured mortgages and notes payable to unrelated third parties		23		
	24 Unsecured notes and loans payable to unrelated third parties		24		
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25		
	26 Total liabilities. Add lines 17 through 25		0.	26	0.
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.				
	27 Net assets without donor restrictions	87,053.	27	131,667.	
	28 Net assets with donor restrictions		28		
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.				
	29 Capital stock or trust principal, or current funds		29		
	30 Paid-in or capital surplus, or land, building, or equipment fund		30		
	31 Retained earnings, endowment, accumulated income, or other funds		31		
	32 Total net assets or fund balances	87,053.	32	131,667.	
33 Total liabilities and net assets/fund balances	87,053.	33	131,667.		

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	188,907.
2	Total expenses (must equal Part IX, column (A), line 25)	2	144,293.
3	Revenue less expenses. Subtract line 2 from line 1	3	44,614.
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	87,053.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	131,667.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
b	Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F? _____		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____		

Form 990 (2022)

SCHEDULE A (Form 990)

Department of the Treasury Internal Revenue Service

Public Charity Status and Public Support Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust. Attach to Form 990 or Form 990-EZ. Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public Inspection

Name of the organization SOUTHSIDE SOCCER CLUB INC. Employer identification number 30-0279392

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
2 A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990).)
3 A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
4 A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
6 A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
8 A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
9 An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
10 [X] An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
11 An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
a Type I. A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
b Type II. A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
c Type III functionally integrated. A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
d Type III non-functionally integrated. A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
f Enter the number of supported organizations
g Provide the following information about the supported organization(s).

Table with 6 columns: (i) Name of supported organization, (ii) EIN, (iii) Type of organization, (iv) Is the organization listed in your governing document?, (v) Amount of monetary support, (vi) Amount of other support. Includes a Total row at the bottom.

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2022 (line 6, column (f), divided by line 11, column (f))	14	%
15 Public support percentage from 2021 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2022. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 33 1/3% support test - 2021. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10% -facts-and-circumstances test - 2022. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10% -facts-and-circumstances test - 2021. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and stop here. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	78,475.	85,941.	79,717.	124,546.	188,907.	557,586.
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	78,475.	85,941.	79,717.	124,546.	188,907.	557,586.
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0.
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0.
c Add lines 7a and 7b						0.
8 Public support. (Subtract line 7c from line 6.)						557,586.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2018	(b) 2019	(c) 2020	(d) 2021	(e) 2022	(f) Total
9 Amounts from line 6	78,475.	85,941.	79,717.	124,546.	188,907.	557,586.
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources	2.	156.		162.	45.	365.
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	2.	156.		162.	45.	365.
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	78,477.	86,097.	79,717.	124,708.	188,952.	557,951.

14 First 5 years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

Section C. Computation of Public Support Percentage

15 Public support percentage for 2022 (line 8, column (f), divided by line 13, column (f))	15	99.93 %
16 Public support percentage from 2021 Schedule A, Part III, line 15	16	99.92 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2022 (line 10c, column (f), divided by line 13, column (f))	17	.07 %
18 Investment income percentage from 2021 Schedule A, Part III, line 17	18	.08 %

19a 33 1/3% support tests - 2022. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2021. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?		
b A family member of a person described on line 11a above?		
c A 35% controlled entity of a person described on line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.		
11a		
11b		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
1		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
3 By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		
1		
2		
3		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).			
2 Activities Test. Answer lines 2a and 2b below.			
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.			
b Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
3 Parent of Supported Organizations. Answer lines 3a and 3b below.			
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in Part VI.			
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.			
2a			
2b			
3a			
3b			

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions.
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	1
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3
4	Amounts paid to acquire exempt-use assets	4
5	Qualified set-aside amounts (prior IRS approval required - provide details in Part VI)	5
6	Other distributions (describe in Part VI). See instructions.	6
7	Total annual distributions. Add lines 1 through 6.	7
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	8
9	Distributable amount for 2022 from Section C, line 6	9
10	Line 8 amount divided by line 9 amount	10

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2022	(iii) Distributable Amount for 2022
1	Distributable amount for 2022 from Section C, line 6		
2	Underdistributions, if any, for years prior to 2022 (reasonable cause required - explain in Part VI). See instructions.		
3	Excess distributions carryover, if any, to 2022		
a	From 2017		
b	From 2018		
c	From 2019		
d	From 2020		
e	From 2021		
f	Total of lines 3a through 3e		
g	Applied to underdistributions of prior years		
h	Applied to 2022 distributable amount		
i	Carryover from 2017 not applied (see instructions)		
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.		
4	Distributions for 2022 from Section D, line 7: \$		
a	Applied to underdistributions of prior years		
b	Applied to 2022 distributable amount		
c	Remainder. Subtract lines 4a and 4b from line 4.		
5	Remaining underdistributions for years prior to 2022, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.		
6	Remaining underdistributions for 2022. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.		
7	Excess distributions carryover to 2023. Add lines 3j and 4c.		
8	Breakdown of line 7:		
a	Excess from 2018		
b	Excess from 2019		
c	Excess from 2020		
d	Excess from 2021		
e	Excess from 2022		

Schedule A (Form 990) 2022

Part VI

Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Lined area for supplemental information.

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990,
Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Name of the organization **SOUTHSIDE SOCCER CLUB INC.** Employer identification number **30-0279392**

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply):

Preservation of land for public use (for example, recreation or education) Preservation of a historically important land area

Protection of natural habitat Preservation of a certified historic structure

Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after July 25, 2006, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year _____

4 Number of states where property subject to conservation easement is located _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? Yes No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? Yes No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 \$ _____

(ii) Assets included in Form 990, Part X \$ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 \$ _____

b Assets included in Form 990, Part X \$ _____

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule D (Form 990) 2022

232051 09-01-22

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange program
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment _____ %
 - b Permanent endowment _____ %
 - c Term endowment _____ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|-----------------------------|--------|----|
| (i) Unrelated organizations | 3a(i) | |
| (ii) Related organizations | 3a(ii) | |
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 3b
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		19,631.	18,606.	1,025.
e Other		150.	150.	0.
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				1,025.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		

Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.)

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		

Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.)

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) OTHER RECEIVABLES	23,968.
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	

Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.)

23,968.

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	

Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.)

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII...

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e). Columns include descriptions, sub-headers (2a-2d, 4a-4b), and final totals (1, 2e, 3, 4c, 5).

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

Table with 5 main rows and sub-rows (a-e). Columns include descriptions, sub-headers (2a-2d, 4a-4b), and final totals (1, 2e, 3, 4c, 5).

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Multiple horizontal lines provided for entering supplemental information.

**SCHEDULE O
(Form 990)**

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
Attach to Form 990 or Form 990-EZ.
Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2022

Open to Public
Inspection

Name of the organization

SOUTHSIDE SOCCER CLUB INC.

Employer identification number
30-0279392

FORM 990, PART VI, SECTION B, LINE 11B:

THE BOARD REVIEWS THE FORM 990 BEFORE FILING THE RETURN

FORM 990, PART VI, SECTION C, LINE 19:

COPIES OF GOVERNING DOCUMENTS MAY BE PROVIDED TO USERS IF THE BOARD
APPROVES

FORM 990, PART IX, LINE 24E, ALL OTHER FUNCTIONAL EXPENSES:

REFEREES & BACKGROUND CHECK FEES:

PROGRAM SERVICE EXPENSES	12,890.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	12,890.

CONCESSIONS:

PROGRAM SERVICE EXPENSES	12,596.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	12,596.

BANK AND BUILDING FUND:

PROGRAM SERVICE EXPENSES	9,350.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	9,350.

Name of the organization SOUTHSIDE SOCCER CLUB INC.	Employer identification number 30-0279392
---	---

UTILITIES:

PROGRAM SERVICE EXPENSES	8,054.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	8,054.

TROPHIES:

PROGRAM SERVICE EXPENSES	4,412.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	4,412.

SUPPLIES:

PROGRAM SERVICE EXPENSES	1,165.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	1,165.

DUES, MEMBERSHIPS, REGISTRATONS:

PROGRAM SERVICE EXPENSES	298.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	298.

TOTAL OTHER EXPENSES ON FORM 990, PART IX, LINE 24E, COL A	48,765.
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2022 DEPRECIATION AND AMORTIZATION REPORT

FORM 990 PAGE 10

990

Asset No.	Description	Date Acquired	Method	Life	Conv	Line No.	Unadjusted Cost Or Basis	Bus % Excl	Section 179 Expense	* Reduction In Basis	Basis For Depreciation	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
MACHINERY & EQUIPMENT															
1	MOWER	06/15/09	200DB	7.00		H17	8,995.				8,995.	8,995.		0.	8,995.
2	JOHN DEERE TRACTOR	03/21/14	SL	5.00		16	7,686.				7,686.	6,915.		0.	6,915.
3	PACER AERATOR	03/21/14	SL	5.00		16	775.				775.	707.		0.	707.
4	WOODS BOX BLADE	03/21/14	SL	5.00		16	825.				825.	751.		0.	751.
5	2005 FRONTIER DECK60	10/08/14	SL	5.00		16	1,350.				1,350.	1,238.		0.	1,238.
	* 990 PAGE 10 TOTAL MACHINERY & EQUIPMENT						19,631.				19,631.	18,606.		0.	18,606.
OTHER															
6	REFRIGERATOR-CONCESSIONS	09/02/19	200DB	5.00		H17	150.			150.				0.	
	* 990 PAGE 10 TOTAL OTHER						150.			150.	0.	0.		0.	0.
	* GRAND TOTAL 990 PAGE 10 DEPR						19,781.			150.	19,631.	18,606.		0.	18,606.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAR 04 2005

SOUTHSIDE SOCCER CLUB INC
C/O CRAIG SAUNDERS
961 WHITE RIDGE RD
SUTHERLIN, VA 24594

Employer Identification Number:
30-0279392
DLN:
17053300029014
Contact Person:
EVELYN D GRIFFITHS ID# 31432
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
DECEMBER 31
Public Charity Status:
509(a)(2)
Form 990 Required:
YES
Effective Date of Exemption:
JUNE 22, 2004
Contribution Deductibility:
YES
Advance Ruling Ending Date:
DECEMBER 31, 2008

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

SOUTHSIDE SOCCER CLUB INC

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in cursive script that reads "Lois G. Lerner". The signature is written in dark ink and is positioned above the typed name.

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)

Letter 1045 (DO/CG)

amount and manner of imposing and collecting any initiation fees, dues or other fees, assessments, fines and penalties, the manner of suspension or termination of membership, and for reinstatement of membership, and, except as may hereinafter otherwise be provided, the rights, liabilities and other incidents of membership.

(b) The right or interest of a member shall not terminate except upon the happening of any of the following events: - death, resignation, expulsion, dissolution or liquidation of the Corporation.

2. (a) The Annual Meeting of Members of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the members on such date or dates as shall be permitted by law.

(b) Any Annual or Special Meeting of Members may be held at such place within or without the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

(c) Annual or Special Meetings of Members may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the members, when required to do so by law.

(d) Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than 10 days nor more than 50 days before the date of the meeting, to each member at his address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Corporation adopted by the Board of Directors, together with a concise statement of the changes made.

(e) At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and upon request therefor, any member who has given written notice to the Corporation, which request shall be made at least 10 days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the persons to vote at such meeting, and all persons who appear on such list or record to be members may vote at such meeting.

3. At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of Members.

4. (a) Meetings of the members shall be presided over by the following officers, in order of seniority - the Chairman of the Board, Vice Chairman of the Board, President, Executive Vice-President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a Secretary of the meeting.

(b) The order of business at all meetings of members shall be as follows:

Roll call.

Reading of the minutes of the
preceding meeting.

Report of standing committees.

Officers' reports.

Old business.

New business.

5. Every member may authorize another person to act for him by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his attorney in fact, and shall be revocable at the pleasure of the member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.

6. The directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

7. Except as provided by law, the members entitled to cast a majority of the total number of votes entitled to be cast at the meeting, shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Except to the extent provided by law, all other action shall be by a majority of the votes cast, provided that the majority of the affirmative votes cast shall be at least equal to a quorum. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.

8. The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than 50 days nor less than 10 days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining members for any purpose other than that specified in the preceding sentence shall be the close of business on the day on which the resolution of directors relating thereto is adopted. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors for such adjourned meeting.

9. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be non-transferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

10. In the event any capital contribution shall be made or accepted pursuant to authorization conferred by the Certificate of Incorporation of the Corporation, each certificate evidencing such capital contribution shall conform to the law of the State of Incorporation.

ARTICLE III

BOARD OF DIRECTORS

1. The Corporation shall be managed by a Board of Directors. Each director shall be at least 18 years of age, and shall be a member of the Corporation during his directorship. The initial Board of Directors shall consist of 9 persons. Thereafter, the number of directors constituting the entire Board shall be no less than three. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by action of the members or of the Directors. The number of Directors may be increased or decreased by action of the members or the Board of Directors, provided that any action by the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any director then in office.

2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualified. Thereafter, at each Annual Meeting of Members, the membership shall elect directors to hold office until the next Annual Meeting. Each director shall hold office until the expiration of the term for which he was elected, and until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

3. (a) Any or all of the members of the Board of Directors may be removed with or without cause by vote of the members of the Corporation. The Board of Directors may remove any director thereof for cause only.

(b) A director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

5. (a) A regular Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of Members. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(b) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the directors then in office.

(c) Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of a meeting may be waived by any director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.

6. Except to the extent herein or in the Certificate of Incorporation of the Corporation provided, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors a quorum shall consist of a majority of the directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law and these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there be no Chairman or in his absence, the President shall preside and, if there be no President or in his absence, any other director chosen by the Board, shall preside.

8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

ARTICLE IV

OFFICERS

1. The Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the office of President and Secretary.

By-Laws - 9

2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualified. The Board of Directors may remove any officer with or without cause at any time.

3. (a) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(b) During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President.

(d) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

ARTICLE V

MISCELLANEOUS

1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all members.

2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.

3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

4. (a) All By-Laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the members entitled to vote in the election of directors, at a special meeting of the members called for such purpose.

(b) The Board of Directors shall have the power to make, alter or repeal, from time to time, By-Laws of the Corporation, except that the Board may not amend or repeal any by-law in which control thereof is vested exclusively in the members. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of members for the election of directors, the by-law so made, amended or repealed, together with a concise statement of the changes made.

SOUTHSIDE SOCCER CLUB

AMENDMENT TO BY-LAWS

Date proposed-4/26/05 by Vice President Craig Saunders
Passed with 5 votes.

Article II 1. B.

Members of the Southside Soccer Club, Inc. are current members of the Board of Directors in good standing, and all current head coaches in good standing. Each person has one(1) vote. Assistant coaches and parents do not have a vote unless it is given to them by proxy from a voting member due to conflict of interest. A board member who is also a head coach does not have two votes. The second vote can be given to an assistant coach or a parent from the team of the conflicted coach/board member. Voting rights are extended for the annual election of the Board of Directors only. Eligible voters must be at least 18 years of age.

0406 6 0519

WILLIAMS, MORRISON, LIGHT AND MOREAU

ATTORNEYS AT LAW

317 PATTON STREET

DANVILLE, VIRGINIA 24541-1213

RONALD W WILLIAMS
MARK T WILLIAMS
ROBERT L MORRISON, JR., P C
JOHN P LIGHT
CHARLES A. MOREAU, P C
STACY D ALLOCCA

TELEPHONE (434) 793-4912
FAX (434) 792-6110

E-mail: wmim@gamewood.com

June 17, 2004

State Corporation Commission
P.O. Box 1197
Richmond, VA 23209

lrc
040621 0204

Re: SOUTHSIDE SOCCER CLUB, INC.

Gentlemen:

We enclose herewith Articles of Incorporation of the Southside Soccer Club, Inc., together with our check in the sum of \$75.00 payable to the State Corporation Commission. If there should be any question about this charter please call us.

Sincerely yours,

WILLIAMS, MORRISON,
LIGHT AND MOREAU

Mark T. Williams

Mark T. Williams

MTW/pf

Enclosures

*SD
257
MS*

*6/21/04
ma*

0619157 - 1

THEODORE V. MORRISON, JR.
CHAIRMAN

CLINTON MILLER
COMMISSIONER

MARK C. CHRISTIE
COMMISSIONER

COMMONWEALTH OF VIRGINIA



JOEL H. PECK
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION
Office of the Clerk

June 22, 2004

MARK T WILLIAMS
317 PATTON ST
DANVILLE, VA 24541-1213

RE: SOUTHSIDE SOCCER CLUB, INC.
ID: 0619157 - 1
DCN: 04-06-21-0204

Dear Customer:

This is your receipt for \$75.00, to cover the fees for filing articles of incorporation with this office.

The effective date of the certificate of incorporation is June 22, 2004.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

A handwritten signature in black ink that reads 'Joel H. Peck'. The signature is written in a cursive style.

Joel H. Peck
Clerk of the Commission

CORPRCPT
NEWCD
CIS0313

Tyler Building, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.state.va.us/sc/division/clk
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

June 22, 2004

The State Corporation Commission has found the accompanying articles submitted on behalf of
SOUTHSIDE SOCCER CLUB, INC.

to comply with the requirements of law, and confirms payment of all required fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective June 22, 2004.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT
CIS0313
04-06-21-0204

**ARTICLES OF INCORPORATION
of
SOUTHSIDE SOCCER CLUB, INC.**

We hereby associate to form a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

Article One

The name of this Corporation shall be SOUTHSIDE SOCCER CLUB, INC. (hereinafter referred to as "the Corporation").

Article Two

(1) The purpose for which the Corporation is formed is exclusively for pleasure, recreation, and other similar nonprofitable purposes, as contemplated by Section 501(c)(7) of the Internal Revenue Code of 1954 (any reference herein to any provision of Such Code shall be deemed to mean provisions as now or hereafter existing, amended, supplemented or superseded). More specifically, the purpose of the Corporation is establish youth soccer leagues for the Pittsylvania County, Virginia and surrounding areas, and conduct and hold youth soccer practice and matches.

(2) The assets of the Corporation shall be at all times dedicated to the recreational purposes set out above, and none of the net earnings shall inure in whole or in part to the benefit of any private individual, association or corporation. If for any reason it becomes necessary to dissolve or liquidate the obligations and all other requirements of law are met and complied with, shall be transferred or conveyed to one or more corporations, societies, or organizations engaged in activities similar to those of the Corporation and qualifying under Section 501 (c)(7) of the Internal Revenue Code of 1954, as may be specified in a plan of distribution adopted as provided by law or as directed by a court of competent jurisdiction.

(3) The Corporation may solicit and receive funds and property by gift, transfer, devise or bequest, and may administer and apply such funds and property only in the furtherance of the recreational purposes set out in Paragraph (1) above.

(4) The Corporation shall not engage in any activities attempting to influence legislation, nor shall it directly or indirectly participate or intervene (including publishing or distributing statements) in any political campaigns on behalf of any candidate for public office or any other activity not within the recreational purposes set out in Paragraph (1) above.

(5) The Corporation shall do any and all lawful things which may be necessary, useful, suitable or proper for the furtherance or accomplishment of the purposes and powers of the Corporation, and shall exercise all powers possessed by Virginia corporations of similar charter, including the power to own, lease, contract for the purchase and sale of, and to mortgage or otherwise encumber, real and personal property.

Article Three

Membership in the Corporation shall be through application to and election by the existing membership, as initially constituted by vote of the Board of Directors. Application shall be open to any individual eighteen (18) years or older interested in the purposes of the Corporation. Each member shall pay such dues as may from time to time be set by the Board of Directors in accordance with the By-Laws. Each member shall be entitled to one vote in all matters coming before membership meetings. Each member shall have full voting rights.

Article Four

(1) The affairs of the Corporation shall be managed by the Board of Directors.

(a) The initial number of directors of the Corporation shall be nine (9). The number of directors may be increased or decreased from time to time by amendment to the By-Laws.

(b) The directors shall be elected by and from the voting membership at the annual membership meeting and the immediate past President shall serve as a director.

(2) The names and addresses of the persons to serve as initial directors are as follows:

President: Juergen Fochler
3065 Sandy Creed Rd.
Dry Fork, VA 24549

Vice- President: Craig Saunders
961 White Ridge Rd.
Sutherlin, VA 24594

Secretary: Scott Snead
1824 John Drive
Danville, VA 24540

Treasurer: Marie Dalton
271 Kentuck Church Rd
Ringgold, VA 24586

David Satterfield
717 Tuscarora Drive
Danville, VA 24540

Jennifer Atkinson
2436 Franklin Turnpike
Danville, VA 24540

Marc Parrish
200 Pin Oak Ln
Danville, VA 24541

Danny Tate
Kentuck Grocery
6229 Kentuck Rd.
Ringgold, VA 24586

Lisa Dodd
6005 Silas Dodd Lane
Dry Fork, VA 24549

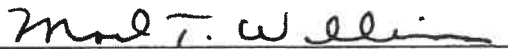
Article Five

The initial registered office of the Corporation is to be located at 317 Patton St., Danville, Virginia 24541. The name of the City, in which the initial registered office is physically located is Danville, Virginia. The name of the initial registered agent is Mark T. Williams, who is a resident of Virginia, a member of the Virginia State Bar and whose business office is the same as the registered office of the Corporation.

Article Six

The corporation shall exist perpetually.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on the 16th day of June, 2004.


Mark T. Williams, Incorporator

0406 6 0519

WILLIAMS, MORRISON, LIGHT AND MOREAU

ATTORNEYS AT LAW

317 PATTON STREET

DANVILLE, VIRGINIA 24541-1213

RONALD W WILLIAMS
MARK T WILLIAMS
ROBERT L MORRISON, JR., P C
JOHN P LIGHT
CHARLES A. MOREAU, P C
STACY D ALLOCCA

TELEPHONE (434) 793-4912

FAX (434) 792-6110

E-mail: wmim@gamewood.com

June 17, 2004

State Corporation Commission
P.O. Box 1197
Richmond, VA 23209

W
040621 0204

Re: SOUTHSIDE SOCCER CLUB, INC.

Gentlemen:

We enclose herewith Articles of Incorporation of the Southside Soccer Club, Inc., together with our check in the sun of \$75.00 payable to the State Corporation Commission. If there should be any question about this charter please call us.

Sincerely yours.

WILLIAMS, MORRISON,
LIGHT AND MOREAU

Mark T. Williams

Mark T. Williams

MTW/pf

Enclosures

*SD
25
115*

*6/21/04
ma*

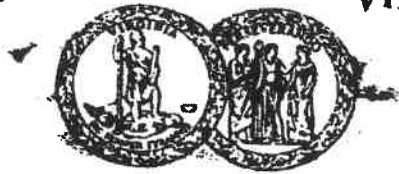
0619157 - 1

THEODORE V. MORRISON, JR.
CHAIRMAN

CLINTON MILLER
COMMISSIONER

MARK C. CHRISTIE
COMMISSIONER

COMMONWEALTH OF VIRGINIA



JOEL H. PECK
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION
Office of the Clerk

June 22, 2004

MARK T WILLIAMS
317 PATTON ST
DANVILLE, VA 24541-1213

RE: SOUTHSIDE SOCCER CLUB, INC.
ID: 0619157 - 1
DCN: 04-06-21-0204

Dear Customer:

This is your receipt for \$75.00, to cover the fees for filing articles of incorporation with this office.

The effective date of the certificate of incorporation is June 22, 2004.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

CORPRCPT
NEWCD
CIS0313

Tyler Building, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.state.va.us/scc/division/clk
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

June 22, 2004

The State Corporation Commission has found the accompanying articles submitted on behalf of
SOUTHSIDE SOCCER CLUB, INC.

to comply with the requirements of law, and confirms payment of all required fees.

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective June 22, 2004.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT
CIS0313
04-06-21-0204

**ARTICLES OF INCORPORATION
of
SOUTHSIDE SOCCER CLUB, INC.**

We hereby associate to form a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia, and to that end set forth the following:

Article One

The name of this Corporation shall be SOUTHSIDE SOCCER CLUB, INC. (hereinafter referred to as "the Corporation").

Article Two

(1) The purpose for which the Corporation is formed is exclusively for pleasure, recreation, and other similar nonprofitable purposes, as contemplated by Section 501(c)(7) of the Internal Revenue Code of 1954 (any reference herein to any provision of Such Code shall be deemed to mean provisions as now or hereafter existing, amended, supplemented or superseded). More specifically, the purpose of the Corporation is establish youth soccer leagues for the Pittsylvania County, Virginia and surrounding areas, and conduct and hold youth soccer practice and matches.

(2) The assets of the Corporation shall be at all times dedicated to the recreational purposes set out above, and none of the net earnings shall inure in whole or in part to the benefit of any private individual, association or corporation. If for any reason it becomes necessary to dissolve or liquidate the obligations and all other requirements of law are met and complied with, shall be transferred or conveyed to one or more corporations, societies, or organizations engaged in activities similar to those of the Corporation and qualifying under Section 501 (c)(7) of the Internal Revenue Code of 1954, as may be specified in a plan of distribution adopted as provided by law or as directed by a court of competent jurisdiction.

(3) The Corporation may solicit and receive funds and property by gift, transfer, devise or bequest, and may administer and apply such funds and property only in the furtherance of the recreational purposes set out in Paragraph (1) above.

(4) The Corporation shall not engage in any activities attempting to influence legislation, nor shall it directly or indirectly participate or intervene (including publishing or distributing statements) in any political campaigns on behalf of any candidate for public office or any other activity not within the recreational purposes set out in Paragraph (1) above.

(5) The Corporation shall do any and all lawful things which may be necessary, useful, suitable or proper for the furtherance or accomplishment of the purposes and powers of the Corporation, and shall exercise all powers possessed by Virginia corporations of similar charter, including the power to own, lease, contract for the purchase and sale of, and to mortgage or otherwise encumber, real and personal property.

Article Three

Membership in the Corporation shall be through application to and election by the existing membership, as initially constituted by vote of the Board of Directors. Application shall be open to any individual eighteen (18) years or older interested in the purposes of the Corporation. Each member shall pay such dues as may from time to time be set by the Board of Directors in accordance with the By-Laws. Each member shall be entitled to one vote in all matters coming before membership meetings. Each member shall have full voting rights.

Article Four

(1) The affairs of the Corporation shall be managed by the Board of Directors.

(a) The initial number of directors of the Corporation shall be nine (9). The number of directors may be increased or decreased from time to time by amendment to the By-Laws.

(b) The directors shall be elected by and from the voting membership at the annual membership meeting and the immediate past President shall serve as a director.

(2) The names and addresses of the persons to serve as initial directors are as follows:

President: Juergen Fochler
3065 Sandy Creed Rd.
Dry Fork, VA 24549

Vice- President: Craig Saunders
961 White Ridge Rd.
Sutherlin, VA 24594

Secretary: Scott Snead
1824 John Drive
Danville, VA 24540

Treasurer: Marie Dalton
271 Kentuck Church Rd
Ringgold, VA 24586

David Satterfield
717 Tuscarora Drive
Danville, VA 24540

Jennifer Atkinson
2436 Franklin Turnpike
Danville, VA 24540

Marc Parrish
200 Pin Oak Ln
Danville, VA 24541

Danny Tate
Kentuck Grocery
6229 Kentuck Rd.
Ringgold, VA 24586

Lisa Dodd
6005 Silas Dodd Lane
Dry Fork, VA 24549


Article Five

The initial registered office of the Corporation is to be located at 317 Patton St., Danville, Virginia 24541. The name of the City, in which the initial registered office is physically located is Danville, Virginia. The name of the initial registered agent is Mark T. Williams, who is a resident of Virginia, a member of the Virginia State Bar and whose business office is the same as the registered office of the Corporation.

Article Six

The corporation shall exist perpetually.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on the 16th day of June, 2004.


Mark T. Williams, Incorporator

ENROLLED TO PRACTICE BEFORE
INTERNAL REVENUE SERVICE

PREPARATION OF
TAX RETURNS

JERRY N. MEALER

Enrolled Agent

426 SOUTHLAND DRIVE
DANVILLE, VIRGINIA 24541

PHONE: (434) 793-0110

0502 4 0414

SMALL BUSINESS
ENGAGEMENTS

REVIEW AND REPORTS OF
TAX EXEMPT ORGANIZATIONS

28 JNM

January 18, 2005

Clerk of the State Corporation Commission
P O Box 1197
Richmond VA 23218-1197

Re: Amended Articles
Southside Soccer Club, Inc.

*1/31
8* 0619157-1
050131 0133

Dear Sir or Madam:

Enclosed for your certification is an amendment to articles of incorporation made in order to comply with Federal guidelines for approval of our 501(c)(3) status.

Also enclosed are: a copy of the 6/22/04 certificate for the original articles and a check in the amount of \$25.00.

Mailing of the certification of the amendments may be sent to the address on this letterhead or to: Mr. Craig Saunders, 961 White Ridge Road, Sutherlin, VA 24594, who is Vice President of the corporation and whose signature is on the amended articles.

Thank you for your consideration in this matter/

Sincerely,

Jerry N. Mealer
Jerry N. Mealer, EA

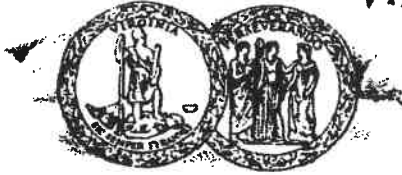
Enc: 3

*Domestic amend
purpose, adds IRS language*

FF \$25.00 2 2/8/05

MEMBER - NATIONAL AND NORTH CAROLINA ENROLLED AGENTS SOCIETIES

COMMONWEALTH OF VIRGINIA



CLINTON MILLER
CHAIRMAN

MARK C. CHRISTIE
COMMISSIONER

THEODORE V. MORRISON, JR.
COMMISSIONER

JOEL H. PECK
CLERK OF THE COMMISSION
P.O. BOX 1197
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION
Office of the Clerk

February 8, 2005

JERRY N MEALER
426 SOUTHLAND DR
DANVILLE, VA 24541

RE: SOUTHSIDE SOCCER CLUB, INC.
ID: 0619157 - 1
DCN: 05-01-31-0138

Dear Customer:

This is your receipt for \$25.00, covering the fees for filing the following with this office:
articles of amendment

The effective date of the certificate of amendment is February 8, 2005.

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

A handwritten signature in cursive script that reads "Joel H. Peck".

Joel H. Peck
Clerk of the Commission

AMENACPT
CIS0436

Tyler Building, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/division/clk
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

AT RICHMOND, FEBRUARY 8, 2005

The State Corporation Commission has found the accompanying articles submitted on behalf of
SOUTHSIDE SOCCER CLUB, INC.

to comply with the requirements of law, and confirms payment of all required fees. Therefore, it
is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the
Commission, effective February 8, 2005.

The corporation is granted the authority conferred on it by law in accordance with the articles,
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

05-01-31-0138
AMENACPT
CIS0436

AMENDED ARTICLES OF INCORPORATION

Of

SOUTHSIDE SOCCER CLUB, INC.

The Articles are hereby amended to the following:

Article Two. Section (1)

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt under section 501©)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Article Two: Section (2)

The assets of the Corporation shall be at all times dedicated to the purposes set out above, and none of the net earnings shall inure in whole or in part to the benefit of any private individual, association, or corporation. If for any reason it becomes necessary to dissolve or liquidate the obligations and all other requirements of law are met and complied with, shall be transferred or conveyed to one or more corporations, societies, or organizations engaged in activities similar to those of the Corporation and qualifying under Section 501©)(3) of the Internal Revenue Code of 1954, as may be specified in a plan of distribution adopted as provided by law or as directed by a court of competent jurisdiction.

Craig M Saunders Vice President

Officer Name and Title



Attest

CIS0352 CIS 01/31/05
SCC069 CISM0180 CORPORATE DATA INQUIRY 15:47:36

CORP ID: 0619157 - 1 STATUS: 00 ACTIVE STATUS DATE: 06/22/04
CORP NAME: SOUTHSIDE SOCCER CLUB, INC.

DATE OF CERTIFICATE: 06/22/2004 PERIOD OF DURATION: INDUSTRY CODE: 00
STATE OF INCORPORATION: VA VIRGINIA STOCK INDICATOR: N NON-STOCK
MERGER IND: CONVERSION/DOMESTICATION IND:
GOOD STANDING IND: Y MONITOR INDICATOR:
CHARTER FEE: 50.00 CASE NO: CASE STATUS: HEARING DTE:
R/A NAME: MARK T WILLIAMS

STREET: 317 PATTON ST AR RTN MAIL:

CITY: DANVILLE STATE : VA ZIP: 24541
R/A STATUS: A ATTORNEY EFF. DATE: 06/22/04 LOC.: 205
ACCEPTED AR#: 000 00 0000 DATE: DANVILLE CITY
CURRENT AR#: 000 00 0000 DATE: STATUS: ASSESSMENT INDICATOR: 0
YEAR FEES PENALTY INTEREST TAXES BALANCE TOTAL SHARES
00

COMMAND:
4A} 06.016

CIS0352
SCC069 CISM0250

CIS
MICROFILM INQUIRY

01/31/05
15:47:40

CORP ID: 0619157 - 1 CORP STATUS: 00 ACTIVE
CORP NAME: SOUTHSIDE SOCCER CLUB, INC. _____

COURT LOCALITY: 205 DANVILLE CITY TOTAL CHARTER FEES: 50.00

MICROFILM NO	DOCUMENT TYPE	DATE	CHARTER FEE	PAGES
04 06 06 0519	NEWC > NEW CHARTER	06/22/04	50.00	4

COMMAND:
4A| 06.014

2023-2024 Board of Directors

Southside Soccer Club

Officers

Drew Norris

President

(Appointed 6-20-2023)
109 Douglas Drive
Dry Fork, VA 24549
(434) 709-6544
arnorris86@gmail.com

Mark Shields

Vice President

(Appointed 6-28-2022)
282 Deerwood Drive
Blairs, VA 24527
(434) 489-5570
m.shields1123@gmail.com

Shannon Johnson

Treasurer

(Appointed 6-13-2023)
109 Oak Lane
Blairs, VA 24527
(434) 250-4082
shannon.johnson@pcs.k12.va.us

Bill Wiebking

Secretary

(Appointed 6-13-2023)
106 North Main Street
Chatham, VA 24531
(434) 334-7820
wiebking@bluerally.com

At Large

Hillary Alderson

(Appointed 6-20-2023)
745 Ringgold Church Road
Ringgold, VA 24586
(434) 548-1617
halderson87@gmail.com

Brandon Ferguson

(Appointed 6-20-2023)
1302 Fall Creek Road
Ringgold, VA 24586
(434) 429 3122
brandonf@makingeverythingpossible.com

Kelsey Blanks

(Appointed 6-20-2023)
4508 Old Richmond Road
Danville, VA 24540
(434) 203-1219
seanblanks131@gmail.com

Ashley Mulero

(Appointed 6-20-2023)
135 Hunters Chase
Danville, VA 24540
(804) 631-2078
amulero012@gmail.com

Jerry Dowdy

(Appointed 6-20-2023)
5016 Jefferson Road
Danville, VA 24540
(434) 228-6199
jerry.dowdy@comcast.net

Elizebeth Tubbs

(Appointed 6-20-2023)
1732 Maple Drive
Danville, VA 24540
(434) 251-6250
liz17tubbs@gmail.com

(One seat is currently suspended as of 8-28-2023.)