



**BOARD OF SUPERVISORS
BUSINESS MEETING
Tuesday, June 18, 2024 - 7:00 PM**

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

AGENDA

- 1. CALL TO ORDER (7:00 PM)**
- 2. ROLL CALL**
- 3. MOMENT OF SILENCE**
- 4. PLEDGE OF ALLEGIANCE**
- 5. AGENDA ITEMS TO BE ADDED**
- 6. APPROVAL OF AGENDA**
- 7. CONSENT AGENDA**
 - a. Board Meeting Minutes Approval (Staff Contact: Kaylyn McCluster)
 - b. County's 2024 May Bill List Approval (Staff Contact: Kim VanDerHyde)
 - c. Resolution # 2024-06-01 Adoption (*VDOT FY 25/26 - 29/30 Secondary Six (6)-Year Plan*); (Staff Contact: Kaylyn McCluster)
 - d. Resolution # 2024-06-02 Adoption (*Honoring Reverend Abernathy's Retirement*); (Staff Contact: Kenneth Bowman)
 - e. Resolution # 2024-06-03 Adoption (*Kaylyn M. McCluster; VMCA Clerk of the Year*); (Staff Contact: Board of Supervisors)
 - f. Dominion Energy Right-of-Way Easement Approval (*1180 U.S. Highway 29; Chatham, Virginia*); (Staff Contact: Vaden Hunt)
 - g. FY 2025 Fire and Rescue Service Agreement Approval (Staff Contact: Christopher Key)
 - h. Fire and Rescue Reserve Fund Disbursement Approval (*Brosville Brush Truck Transmission Replacement*); (Staff Contact: Christopher Key)
 - i. Resolution # 2024-06-04 Adoption (*School Capital Improvements Reimbursement Authorization*); (Staff Contact: Kim Van Der Hyde)

- j. Updated TLAC Cooperative Agreement Approval (Staff Contact: Kaylyn McCluster)
- k. DSS Janitorial Services Agreement Authorization (Staff Contact: Connie Gibson)
- l. Commonwealth's Attorney Case Management Software Agreement Approval (Staff Contact: Connie Gibson)
- m. Solid Waste Freightliner 114SD Plus Purchase Authorization (Staff Contact: Chris Adcock)
- n. Reappointment: DPCS (*Chatham-Blairs District*); (*Rufus Fuller*); (Staff Contact: Kenneth Bowman)
- o. Reappointment: Library Board (*Tunstall District*); (*Debra Turner*); (Staff Contact: William Ingram)
- p. Reappointment: Planning Commission (*Callands-Gretna District*); (*Janet Mease*); (Staff Contact: Darrell Dalton)

8. PRESENTATIONS

- a. General Presentations (*Board of Supervisors*); (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. Case R-24-006: Frank Tice; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 6-0 vote, with no opposition, that the Petitioner's request be granted (Supervisor Tucker). (Staff Contact: Emily Ragsdale)
2. Case R-24-008 Sharolli, Inc.; Rezoning from R-1, Residential Suburban Subdivision District, to B-2, Business District, General. The Planning Commission recommended by a 6-0 vote, with no opposition, that the petitioner's request be granted (Supervisor Tucker). (Staff Contact: Emily Ragsdale)
3. Case R-23-017: Gwendolyn Averett; Rezoning from RC-1, Residential Combined Subdivision District, to B-2, Business District, General. The Planning Commission recommended by a 6-0 vote, with opposition, that the Petitioner's request be granted with the proffers offered by the applicant (Supervisor Hite). (Staff Contact: Emily Ragsdale)

11. UNFINISHED BUSINESS

12. NEW BUSINESS

13. MATTERS FROM WORK SESSION (IF ANY)

14. BOARD MEMBER REPORTS

15. COUNTY ADMINISTRATOR REPORTS

16. ADJOURNMENT



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Action Item

Agenda Title:	Board Meeting Minutes Approval		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	June 18, 2024	Item Number:	7.a.
Attachment(s):	1.	05-21-2024 Work Session - DRAFT	
	2.	05-21-2024 Business Meeting - DRAFT	
Reviewed By:	JVH		

SUMMARY:

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

- (1) 5/21/24; Work Session; and
- (2) 5/21/24; Business Meeting.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the attached Board Meeting Minutes.

MOTION:

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

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'
WORK SESSION

May 21, 2024

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Work Session was held on May 21, 2024, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER (3:00 PM)

Dalton called the Meeting to Order at 3:00 PM.

ROLL CALL

The following Board Members were present:

Darrell W. Dalton - Callands-Gretna District
Robert M. Tucker, Jr. - Banister District
Kenneth L. Bowman - Chatham-Blairs District
Timothy W. Dudley – Staunton River District
Eddie L. Hite, Jr. - Dan River District
William V. ("Vic") Ingram - Tunstall District
Murray W. Whittle - Westover District

APPROVAL OF AGENDA

Motion to approve Agenda.

RESULT: 7-0 (Approved)
MOVER: Tucker
SECONDER: Ingram
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

PRESENTATIONS

a. Potential Board Bylaws Revisions (Section IV; Board Committees)

Bowman presented his proposed revisions to the Board's Bylaws. He recommended the following: (1) reducing the number of committee members on each committee to only two (2); (2) removing the \$350 monthly travel allowance and leaving that total open for travel throughout the month, and removing the word "County" and having it just listed as travel.

Motion to remove the words "up to \$350" and "in-County" in § 1.6. Board Benefits, of the Board's Bylaws.

RESULT: 4-3 (Failed)
MOVER: Bowman
SECONDER: Whittle

AYES: Bowman, Hite, Whittle
NAYS: Dalton, Tucker, Dudley, Ingram
ABSTAIN: None

Motion to reduce the number of committee members to only two (2) members per committee, relating to the standing committees listed in § 4.1. Board Committees, of the Board's Bylaws.

RESULT: 4-3 (Failed)
MOVER: Bowman
SECONDER: Whittle
AYES: Bowman, Hite, Whittle
NAYS: Dalton, Tucker, Dudley, Ingram
ABSTAIN: None

b. Salaries and Compensation for Various Boards and Commissions for FY 2021-2025 Draft Resolution

Bowman provided a Resolution to the Board to institute additional compensation for Board members for attending meetings at other Chairman appointed board, authority, or committee meetings (detailed in Board Bylaws § 4.2) they have been appointed to.

Motion to approve the proposed Resolution with a rate of \$125 per meeting.

RESULT: 5-2 (Failed)
MOVER: Bowman
SECONDER: Whittle
AYES: Bowman, Whittle
NAYS: Dalton, Tucker, Dudley, Hite, Ingram
ABSTAIN: None

STAFF, COMMITTEE, AND/OR CONSTITUTIONAL OFFICER REPORTS

a. County Charitable Donations Policy

Arnold discussed possible opportunities to improve how the County receives and prioritizes charitable donation requests from local organizations. County Staff desires to standardize the request process through a formal request form that the Board would review and prioritize accordingly. At a future meeting, a policy will be brought forward for the Board's review and consideration.

b. Finance Updates (Literary Loan Applications; Financial Management Policy Revisions)

Van Der Hyde introduced Garrett Van Allen, the new Finance and Budget Analyst.

Her presentation of the financial management policy revisions can be found on the County's website at www.pittsylvaniacountyva.gov.

c. EMS Drug Box Requirements Update

Key and Seay updated the Board on EMS Drug Box issues.

BUSINESS MEETING DISCUSSION

Hunt stated the Virginia Supreme Court granted July 5, 2024, as an additional day off for the July 4th Holiday, and Dalton desires to grant the same to County employees. This item will be added to the Consent Agenda at tonight's Business Meeting.

CLOSED SESSION

Motion to enter Closed Session.

The Board entered Closed Session at 4:40 PM.

RESULT:	7-0 (Approved)
MOVER:	Hite
SECONDER:	Whittle
AYES:	Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
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 Matter: Employment Matter Regarding Former Sheriff's Employee
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: Unannounced Prospective Businesses/Industries
Purpose: General Economic Development Projects Update/Discussion on the Same

c. Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body.

- (1) **Legal Authority:** Virginia Code § 2.2-3711(A)(1)
Subject Matter: County Administrator/Interim County Administrator Hiring/Search
Purpose: Review and Discussion of Related Next Steps

RETURN TO OPEN SESSION & CLOSED SESSION CERTIFICATION

The Board returned to Open Session at 6:49 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 May 21, 2024, 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>
Kenneth L. Bowman	Yes
Timothy W. Dudley	Yes
Eddie L. Hite, Jr.	Yes
William V. ("Vic") Ingram	Yes
Murray W. Whittle	Yes
Robert M. Tucker, Jr.	Yes
Darrell W. Dalton	Yes

ADJOURNMENT

Dalton adjourned the Meeting at 6:50 PM.

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'
BUSINESS MEETING

May 21, 2024

VIRGINIA: The Pittsylvania County Board of Supervisors' ("Board") Business Meeting was held on May 21, 2024, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

CALL TO ORDER

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

ROLL CALL

The following Board Members were present:

Darrell W. Dalton - Callands-Gretna District
Robert M. Tucker, Jr. - Banister District
Kenneth L. Bowman - Chatham-Blairs District
Timothy W. Dudley - Staunton River District
Eddie L. Hite, Jr. - Dan River District
William V. ("Vic") Ingram - Tunstall District
Murray W. Whittle - Westover District

ITEMS TO BE ADDED TO AGENDA

Motion to add July 5th Work Holiday Approval to the Consent Agenda.

RESULT: 7-0 (Approve)
MOVER: Dudley
SECONDER: Tucker
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

APPROVAL OF AGENDA

Motion to approve Agenda as amended.

RESULT: 7-0 (Approve)
MOVER: Ingram
SECONDER: Bowman
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

CONSENT AGENDA

Motion to approve Consent Agenda with addition.

RESULT: 7-0 (Approve)
MOVER: Dudley

SECONDER: Hite
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

- a. Board Meeting Minutes Approval
- b. County's 2024 April Bill List Approval
- c. Battle on the Border Donation Request
- d. Revised WIA Fiscal Agent Agreement Approval
- e. Appointment: Beautification Committee (Chatham-Blairs District); (Wendy Shields)
- f. Appointment: Beautification Committee (Dan River District); (Phyllis Barker)
- g. Appointment: Beautification Committee (Callands-Gretna District); (Sherry Moss)
- h. Appointment: Beautification Committee (Westover District); (Katherine Blair)
- i. Appointment: Beautification Committee (Tunstall District); (Carolyn Herndon)
- j. Appointment: Beautification Committee (Banister District); (Evelyn Davis)
- k. Reappointment: DPCS (Tunstall District); (Deborah Stowe)
- l. Reappointment: DPCS (Staunton River District); (Arlene Burkhardt)
- m. Reappointment: Library Board (Westover District); (Sandy Mitchell)
- n. Reappointment: IALR Board of Directors (David Bennett); (Full Board Appointment)
- o. Resolution # 2024-05-03 Adoption (Gretna Solar Project Special Use Permit Extension Approval)
- p. FY 24-25 Solid Waste Roll-Off Truck Purchase Approval
- q. Resolution # 2024-05-02 Adoption (Jasper Woods Road Abandonment Approval)
- r. Resolution # 2024-05-04 Adoption (Honoring Freedom of Choice Program Individuals)
- s. VDOT U.S. Highway 58 Temporary Construction Easement Approval
- t. Financial Management Policy Revisions Approval
- u. Proclamation Approval (Business Appreciation Day)
- v. Proclamation Approval (National EMS Week)
- w. Proclamation Approval (National Police Week)
- x. Certificate of Recognition (100th Birthday; Margaret Geneva Carter Taylor Wooding)
- y. Certificate of Excellence Approval (Tunstall Volleyball)
- z. Certificate of Excellence Approval (Paige Echols); (Tunstall Volleyball Coach of the Year)
- aa. July 5th Work Holiday Approval

PRESENTATIONS

The Board presented Resolution # 2024-05-04 Honoring the Freedom of Choice Program Individuals, Proclamations for National EMS Week, and National Police Week, 100th Birthday Certificate of Recognition to Geneva Carter Taylor Wooding, and Certificates of Excellence to Tunstall Volleyball and Paige Echols. Bowman also introduced members of the newly formed Beautification Committee.

Paulette Dean, Executive Director of the Danville Area Humane Society, presented the Emmett Edmonds Officer of the Year Award to Leslie Fowler, County Animal Control Officer.

HEARING OF THE CITIZENS

None.

PUBLIC HEARINGS

Rezoning Public Hearings

1. Case R-24-003: Gregory and Tamara Gomersall; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission ('PC') recommended by a 7-0 vote, with no opposition, that the Petitioners' request be granted (Supervisor Hite)

In Case R-24-003, Gregory and Tamara Gomersall ("Petitioners") have petitioned to rezone 5.96 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow for agricultural uses on the property). The subject property is located on State Road 698/Henry's Mill Road, in the Dan River Election District, and shown on the Tax Maps as GPIN # 2484-14-4151. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code ("PCC") § 35-178 are permitted. On April 2, 2024, the PC recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted.

Dalton opened the Public Hearing at 8:03 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:03 PM.

Motion to approve the rezoning of 5.96 acres from R- 1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for agricultural uses on the property.

RESULT: 7-0 (Approve)
MOVER: Hite
SECONDER: Dudley
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

2. Case R-24-005: JDA Associates, Inc.; Rezoning from A-1, Agricultural District, to RC-1, Residential Combined Subdivision District. The PC recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted (Supervisor Bowman)

In Case R-24-005, JDA Associates, Inc. ("Petitioner"), has petitioned to rezone 0.414 acres from RC-1, Residential Combined Subdivision District, to A-1, Agricultural District (to allow the property to be consolidated with an adjacent parcel zoned RC-1). The subject property is located on State Road 745/Mount View Road, in the Chatham-Blairs Election District, and shown on the Tax Maps as part of GPIN # 2421-28-0326. Once the property is rezoned to RC-1, all uses listed under PCC § 35-1267 are permitted. On April 2, 2024, the PC recommended, by a 7-0 vote, with no opposition, that the Petitioner's request be granted.

Dalton opened the Public Hearing at 8:05 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:06 PM.

Motion to approve the rezoning of 0.414 acres from A-1, Agricultural District, to RC-1, Residential Combined Subdivision District, to allow property lines to be adjusted.

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

AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

3. Case R-24-007: Donald Fouts; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The PC recommended by a 7-0 vote, with no opposition, that the Petitioner's request be granted (Supervisor Whittle)

In Case R-24-007, Donald Fouts (“Petitioner”) has petitioned to rezone a total of 21.407 from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow for an accessory structure to be placed on the property). The subject property is located on Washburn Drive, in the Westover Election District, and shown on the Tax Maps as GPIN #s 1387-90-8515 and 1387-90-4610. Once the property is rezoned to A-1, all uses listed under PCC § 35-178 are permitted. On April 2, 2024, the PC recommended, by a 7-0 vote, with no opposition, that the Petitioners' request be granted.

Dalton opened the Public Hearing at 8:08 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:08 PM.

Motion to approve the rezoning of a total of 21.407 from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for the placement of an accessory structure on the property.

RESULT: 7-0 (Approve)
MOVER: Whittle
SECONDER: Ingram
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

Other Public Hearings

1. Public Hearing: PCC Sections 35-142 (Data Center) and 35-403 (M-2 Special Use Permits) Revisions; Case CA-24-001 - Amendments to PCC §§ 35-142 and 35-403. The PC recommended by a 7-0 vote, with no opposition, that proposed PCC changes be adopted as presented.

Currently, the PCC does not include regulations relating to data centers. Based on current development trends in Virginia, County Community Development Staff feels that regulations should be added to PCC, Chapter 35, to ensure that the use can be regulated in a manner that will protect the health, safety, and general welfare of County citizens. Therefore, County Community Development Staff is proposing that the use be added to PCC § 35-403, Special Use Permits. This will allow data centers by Special Use Permit within the M-2, Industrial District, Heavy Industry, Zoning District. Additionally, County Community Development Staff is proposing supplemental regulations be added to PCC, Chapter 35, Division 4, Supplementary Regulations, as PCC § 35-142.

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

Motion to approve revisions to PCC Sections 35-142 and 35-403 as presented.

RESULT: 7-0 (Approve)
MOVER: Dudley
SECONDER: Hite
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

2. Public Hearing: Literary Loan Borrowing and Resolution # 2024-05-01 Approval (Authorizing the Filing of Applications with the Literary Fund of Virginia)

Van Der Hyde stated this Public Hearing is being held at the Board's May Business Meeting to hear citizen input concerning the undertaking by the County School Board to obtain loans from the Literary Loan Fund of the Commonwealth of Virginia in an aggregate principal amount not to exceed \$26,486,278. The proceeds of such loans will be used to fund various capital improvements benefiting the County's Public School System as outlined in Exhibit "A" of Resolution # 2024-05-01.

Dalton opened the Public Hearing at 8:16 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:16 PM.

Motion to approve Resolution # 2024-05-01 authorizing County Schools to make three (3) applications to the Literary Loan Fund of the Commonwealth of Virginia in an aggregate principal amount not to exceed \$26,486,278.

RESULT: 7-0 (Approve)
MOVER: Tucker
SECONDER: Bowman
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

3. Public Hearing: FY 25/26 - 29/30 Secondary Six (6)-Year Plan

Annually, the Board and the Virginia Department of Transportation (“VDOT”) are required to hold a Public Hearing to receive citizen input on the proposed Secondary Six (6)-Year Plan. Jay Craddock, VDOT Assistant Resident Engineer, presented VDOT's proposed Secondary Six (6)-Year Plan for FY 2025-2030.

Dalton opened the Public Hearing at 8:21 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:22 PM.

Motion to approve VDOT's Secondary Six (6)-Year Plan as presented and authorize the appropriate County Staff Member to sign any related necessary documentation.

RESULT: 7-0 (Approve)

MOVER: Ingram
SECONDER: Dudley
AYES: Dalton, Tucker, Bowman, Dudley, Hite, Ingram, Whittle
NAYS: None
ABSTAIN: None

BOARD MEMBER REPORTS

- Whittle wished a Happy Anniversary to his wife of fourteen (14) years.
- Bowman stated he attended the following events: spaghetti fundraiser at Blairs Fire Department, presentation regarding Solar Farm concerns, the Chamber's Legislative Luncheon, the County Employee Appreciation event at the Downtown Chowdown, Peace Officers Memorial Service, Pittsylvania County Graduate of Merit Recognition Ceremony, VACo's Supervisors Forum, and the Good News Jail Ministry meeting. He thanked Chaplain David Abernathy for his thirty-five (35) years of service to this ministry, and he also thanked Senator Tammy Mulchi and Sheriffs Taylor and Mondul for their comments during the ceremony. Finally, he also congratulated Karen Hayes and Arlene Worley on their well-deserved retirements and asked everyone to remember the reason for the upcoming Memorial Day Holiday.
- Ingram wished mothers a Happy Belated Mother's Day. He thanked law enforcement for their sacrifices and stated he attended the memorial service. He also thanked everyone for the calls, texts, and prayers during his time in the hospital.
- Hite welcomed Ingram back and is glad he is feeling better. He thanked County Staff for their help and thanked those who helped with the County-wide clean-up day. He congratulated the upcoming graduates, and he also recognized his daughter who just graduated from Liberty University this past weekend. He also stated he celebrated his 38th wedding anniversary this month.
- Tucker echoed comments of the other Board Members.
- Dudley stated May 5th was his wedding anniversary, and he thanked their wives for everything they do. He also thanked everyone for coming out and thanked County Staff for their hard work.
- Dalton thanked County Staff for their hard work and stated he attended the County Service Awards to celebrate the 647 combined years of service by the award recipients. He stated he attended the livestock show at ODAC and welcomed Ingram back.

ADJOURNMENT

Dalton adjourned the Meeting at 8:34 PM.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	County's 2024 May Bill List Approval		
Staff Contact(s):	Kim VanDerHyde		
Agenda Date:	June 18, 2024	Item Number:	7.b.
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 May 2024 Bill List is found at the below link:

<https://weblink.pittgov.net/WebLink/Browse.aspx?id=502750&dbid=0&repo=PittGovDocs>

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the County's 2024 May Bill List as presented.

MOTION:

"I make a Motion approving the County's 2024 May Bill List as presented."

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Resolution

Agenda Title:	Resolution # 2024-06-01 Adoption (VDOT FY 25/26 - 29/30 Secondary Six (6)-Year Plan)		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	June 18, 2024	Item Number:	7.c.
Attachment(s):	1.	2024-06-01 VDOT Secondary Six Year Plan	
Reviewed By:	JVH		

SUMMARY:

Virginia Code Sections 33.2-358 and 33.2-364 provide the opportunity for each County in the Commonwealth to work with the Virginia Department of Transportation in developing a Secondary Six-(6) Year Road Plan ("Plan"). For the Board's review and consideration, attached is Resolution # 2024-06-01, supporting the adoption of said Plan (for which a duly advertised and conducted public hearing was held at the Board's May Business Meeting) for County roads for FY 25/26 – 29/30.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board adopt Resolution # 2024-06-01 as attached.

MOTION:

"I make a Motion adopting Resolution # 2024-06-01 as attached and authorize County Staff to sign any necessary related documentation."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2024-06-01

APPROVAL OF VDOT’S SECONDARY SIX (6)-YEAR PLAN

Virginia: At the Pittsylvania County Board of Supervisors’ Business Meeting held in the Board Meeting Room in Chatham, Virginia, on Tuesday, May 21, 2024, at 7:00 p.m., the following Board members were present:

Darrell W. Dalton - Callands-Gretna District
Robert M. Tucker, Jr. - Banister District
Kenneth L. Bowman - Chatham-Blairs District
Timothy W. Dudley - Staunton River District
Eddie L. Hite, Jr. - Dan River District
William V. (“Vic”) Ingram - Tunstall District
Murray W. Whittle - Westover District

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

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

WHEREAS, this Board has previously agreed to assist in the preparation of this Plan, in accordance with VDOT policies and procedures, and participated in a Public Hearing on the proposed Plan (2025 - 2030) on Tuesday, May 21, 2024, after being duly advertised so that all County citizens had the opportunity to participate in said Public Hearing and to make comments and recommendations concerning the proposed Plan; and

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

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

Given under my hand this 18th day of June, 2024.

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

David F. Arnold
Assistant County Administrator

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Resolution

Agenda Title:	Resolution # 2024-06-02 Adoption (<i>Honoring Reverend Abernathy's Retirement</i>)				
Staff Contact(s):	Kenneth Bowman				
Agenda Date:	June 18, 2024	Item Number:	7.d.		
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>2024-06-02 Honoring Reverend Abernathys Retirement</td> </tr> </table>			1.	2024-06-02 Honoring Reverend Abernathys Retirement
1.	2024-06-02 Honoring Reverend Abernathys Retirement				
Reviewed By:	JVH				

SUMMARY:

After thirty-five (35) years of serving as a chaplain to Pittsylvania County, Virginia ("County"), and in the City of Danville, Virginia, with Good News Global, Reverend David Abernathy ("Abernathy") is retiring on July 1, 2024. The Board expresses its sincere appreciation to Abernathy for his years of service to the inmates and correctional staff of the County and surrounding community and the lasting impact he has made on many individuals and congratulates him on his well-deserved retirement. For the Board's review and consideration, Resolution # 2024-06-02 evincing the same, is attached for potential adoption.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board adopt Resolution # 2024-06-02 as attached and presented.

MOTION:

"I make a Motion adopting Resolution # 2024-06-02 as attached and presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2024-06-02**

HONORING REVEREND DAVID ABERNATHY'S RETIREMENT

VIRGINIA: The Pittsylvania County Board of Supervisors (“Board”) adopted the following Resolution at its Business Meeting on June 18, 2024:

WHEREAS, after thirty-five (35) years of serving as a chaplain to Pittsylvania County, Virginia (“County”), and in the City of Danville, Virginia, with Good News Global, Reverend David Abernathy (“Abernathy”) is retiring on July 1, 2024; and

WHEREAS, he and his wife, Liz, are Danville natives and were married in 1976. They actively led music and youth programs in area churches, and Abernathy spent ten (10) years in the retail new car business, prior to becoming a missionary; and

WHEREAS, prior to joining Good News in 1989, Abernathy was a volunteer in the County and City jail, and served two (2) years on the local Good News Advisory Board; and

WHEREAS, affectionately known as “The Rev” when behind jail walls, Abernathy ministers to a total daily population of more than 500 inmates, as well as correctional staff and their families. An essential part of his area ministry has been the addition of over 100 volunteers from local churches, agencies, and organizations; and

WHEREAS, during his tenure as Chaplain, Abernathy recognized the need for innovation in programing for inmates to develop life skills while in jail to reduce recidivism, and a number of talented individuals provided the inspiration and knowledge to implement programs unique to Southside Virginia, such as a mobile library for inmates; Positive Outlook for a New You Speakers Bureau; Creative Writing Class; and the national acclaimed *Second Chance Book Club* conducted by Jennifer Williams; and

WHEREAS, Abernathy writes an email devotional, *The Chaplain's Corner*, conducts staff *Bible* study, and serves as a team leader for the Good News Global Chaplain Team that consists of chaplains in Virginia, Florida, Kentucky, Utah, and California; and

WHEREAS, Abernathy received the Chaplain of the Year Award from the Good News Jail & Prison Ministry in 1993 and 2005, and he was also a recipient of the Dr. William L. Simmer Award for Excellence in Ministry from Good News Jail & Prison Ministry in 2015; and

WHEREAS, Abernathy has been an invaluable asset to the County and surrounding community, providing unwavering support and compassionate guidance to those in need.

NOW, THEREFORE, BE IT RESOLVED, that the Board expresses its sincere appreciation to Abernathy for his 35 years of service to the inmates and correctional staff of the County and surrounding community and the lasting impact he has made on many individuals and congratulates him on his well-deserved retirement.

Adopted this 18th day of June, 2024.

Kenneth L. Bowman (Chatham-Blairs Supervisor)
Pittsylvania County Board of Supervisors

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

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Resolution # 2024-06-03 Adoption (<i>Kaylyn M. McCluster; VMCA Clerk of the Year</i>)					
Staff Contact(s):	Board of Supervisors					
Agenda Date:	June 18, 2024	Item Number:	7.e.			
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td colspan="2">2024-06-03 Kaylyn McCluster - Clerk of the Year Award</td> </tr> </table>			1.	2024-06-03 Kaylyn McCluster - Clerk of the Year Award	
1.	2024-06-03 Kaylyn McCluster - Clerk of the Year Award					
Reviewed By:	JVH					

SUMMARY:

On April 18, 2024, Kaylyn M. McCluster ("McCluster"), Certified Municipal Clerk ("CMC") for the Board, was awarded the Clerk of the Year Award by the Virginia Municipal Clerks Association. The Board, via Resolution # 2024-06-03, attached, desires to express its deepest congratulations and admiration to McCluster for this remarkable achievement.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board adopt attached Resolution # 2024-06-03 honoring McCluster.

MOTION:

"I make a Motion adopting attached Resolution # 2024-06-03 honoring McCluster."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2024-06-03**

HONORING KAYLYN M. MCCLUSTER FOR CLERK OF THE YEAR AWARD

VIRGINIA: At the Pittsylvania County Board of Supervisors' ("Board") Business Meeting on June 18, 2024, the following Resolution was presented and adopted:

WHEREAS, Kaylyn M. McCluster ("McCluster"), Certified Municipal Clerk ("CMC") for the Board, was recently recognized by the Virginia Municipal Clerks Association ("VMCA"); and

WHEREAS, McCluster received the Clerk of the Year Award at the VMCA's Annual Conference on April 18, 2024, in Charlottesville, Virginia; and

WHEREAS, this award is regarded as the state's top honor for Municipal Clerks who are innovative, committed to professional development, committed to community involvement, and demonstrate extraordinary individual job performance, as well as a positive on-the-job attitude; and

WHEREAS, the award was based on a nomination process of clerks throughout Virginia and reflects McCluster's dedication, hard work, and commitment to her job and the community; and

WHEREAS, McCluster provides direct support to the Board, as well as the County Administrator, and regularly assists other Boards, Committees, Commissions, and Departments within the County, as well as coordinating meetings and events as part of her many duties; and

WHEREAS, McCluster is dedicated to her career and continuous learning, having earned her CMC designation in 2022, and is currently pursuing her Master Municipal Clerk designation; and

WHEREAS, McCluster was elected, and has been serving, as VMCA's Secretary since March 2023. Additionally, she has served as Virginia's Region V Director and on the VMCA's Education Committee since 2021, continuing her dedicated service in these roles. Outside of work, she also volunteers her time to serve on numerous committees and participates in a wide range of community events; and

WHEREAS, McCluster has served the County for twelve (12) years and her wealth of institutional knowledge is an invaluable asset to the organization, and her professionalism and positivity has an enormous impact on the County as a whole.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby expresses its deepest congratulations and admiration to McCluster for her accomplishments and extends its best wishes to her in all her future endeavors.

Given under my hand this 18th day of June, 2024.

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



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Action Item

Agenda Title:	Dominion Energy Right-of-Way Easement Approval (1180 U.S. Highway 29; Chatham, Virginia)		
Staff Contact(s):	Vaden Hunt		
Agenda Date:	June 18, 2024	Item Number:	7.f.
Attachment(s):	1.	Dominion Energy Proposed Right-of-Way Agreement	
Reviewed By:	JVH		

SUMMARY:

Dominion Energy is seeking an overhead right-of-way easement on property owned by the County at 11880 U.S. Highway 29 in Chatham, Virginia. This easement is to build an overhead line to interconnect with a solar project on the Owen Farms, Inc., property. A Right-of-Way Agreement ("Agreement") outlining the easement has been drafted. For the Board's review and consideration, said Agreement is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

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

MOTION:

"I make a Motion approving the Agreement as attached."



May 7, 2024

Board of Supervisors Pittsylvania County

P.O. Box 426

Chatham VA 24531

Board of Supervisors

Dominion Energy is seeking an overhead right of way easement on property owned by the county at 11880 US Highway 29 in Chatham Virginia. This easement is to build an overhead line to interconnect with a solar project on the Owen Farms Inc. property. Thank you for your attention to this matter. I can be reached at 434-480-2402.

Sincerely

A handwritten signature in black ink, appearing to read "C. Emert".

Cindy Emert/ Right of Way



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this _____ day of _____, 2024, by and between BOARD OF SUPERVISORS PITTSYLVANIA COUNTY ("**GRANTOR**") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("**GRANTEE**").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said exclusive easement shall extend THIRTY (30') feet in width across the lands of **GRANTOR**; and

1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in PITTSYLVANIA COUNTY, Virginia, as more fully described on Plat(s) Numbered 66-24-0010, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, 1609 East Third Street, Farmville, VA 23901 .

Initials: _____

(Page 1 of 5 Pages)

DEVID No(s). 66-24-0010

Tax Map No. 2423-29-7700

Form No. 728493-1 (Dec 2021)

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Right of Way Agreement

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE's** rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE's** option, for other damage done to **GRANTOR's** property inside the boundaries of the easement (subject, however, to **GRANTEE's** rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE's** facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE's** rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE's** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE's** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____

(Page 2 of 5 Pages)
DEVID No(s). 66-24-0010

Form No. 728493-1 (Dec 2021)

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Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM: COUNTY OF PITTSYLVANIA
By: _____
(Name) _____
(Title) _____ Title: _____

State of _____, to-wit:
County of _____

I, _____, a Notary Public in and for the State of _____

at Large, do hereby certify that this day personally appeared before me

in my jurisdiction aforesaid _____,
(Name of officer or agent) (Title of officer or agent)

on behalf of PITTSYLVANIA County, Virginia, whose name is

signed to the foregoing writing dated this _____ day of _____, 20____, and
acknowledged the same before me.

Given under my hand _____, 20____

Notary Public (Print Name) Notary Public (Signature)

Virginia Notary Reg. No. _____ My Commission Expires: _____

(Page 3 of 5 Pages)

ROW No(s) 66240010



Right of Way Agreement

Exhibit A

THIS RIGHT OF WAY AGREEMENT dated _____, 2024, by and between the

BOARD OF SUPERVISORS PITTSYLVANIA COUNTY

a political subdivision of the Commonwealth of Virginia ("**GRANTOR**"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Energy Virginia ("**GRANTEE**") is hereby amended as follows:

1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall automatically terminate unless **GRANTOR** agrees to renew this Right of Way Agreement for an additional term of years.
2. In the event that this Right of Way Agreement is terminated, or if the removal of **GRANTEE**'s facilities is otherwise desired by **GRANTOR**, then **GRANTOR** agrees that it will pay the cost of removing **GRANTEE**'s wires and facilities, and, if appropriate, the cost of replacing **GRANTEE**'s wires and facilities. Upon the termination of this Right of Way Agreement, **GRANTOR** agrees to provide **GRANTEE**, if needed by **GRANTEE**, a suitable substitute easement subject to the same terms provided for herein for **GRANTEE**'s wires and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of **GRANTEE**.
3. **GRANTOR** covenants that in the event that **GRANTOR** sells or conveys the real property on which **GRANTEE**'s wires and facilities are located by this Right of Way Agreement, **GRANTOR** will provide **GRANTEE** with a suitable permanent easement for **GRANTEE**'s wires and facilities and, if necessary, pay the cost of relocating **GRANTEE**'s wires and facilities to such permanent easement.

GRANTOR:

BOARD OF SUPERVISORS PITTSYLVANIA COUNTY

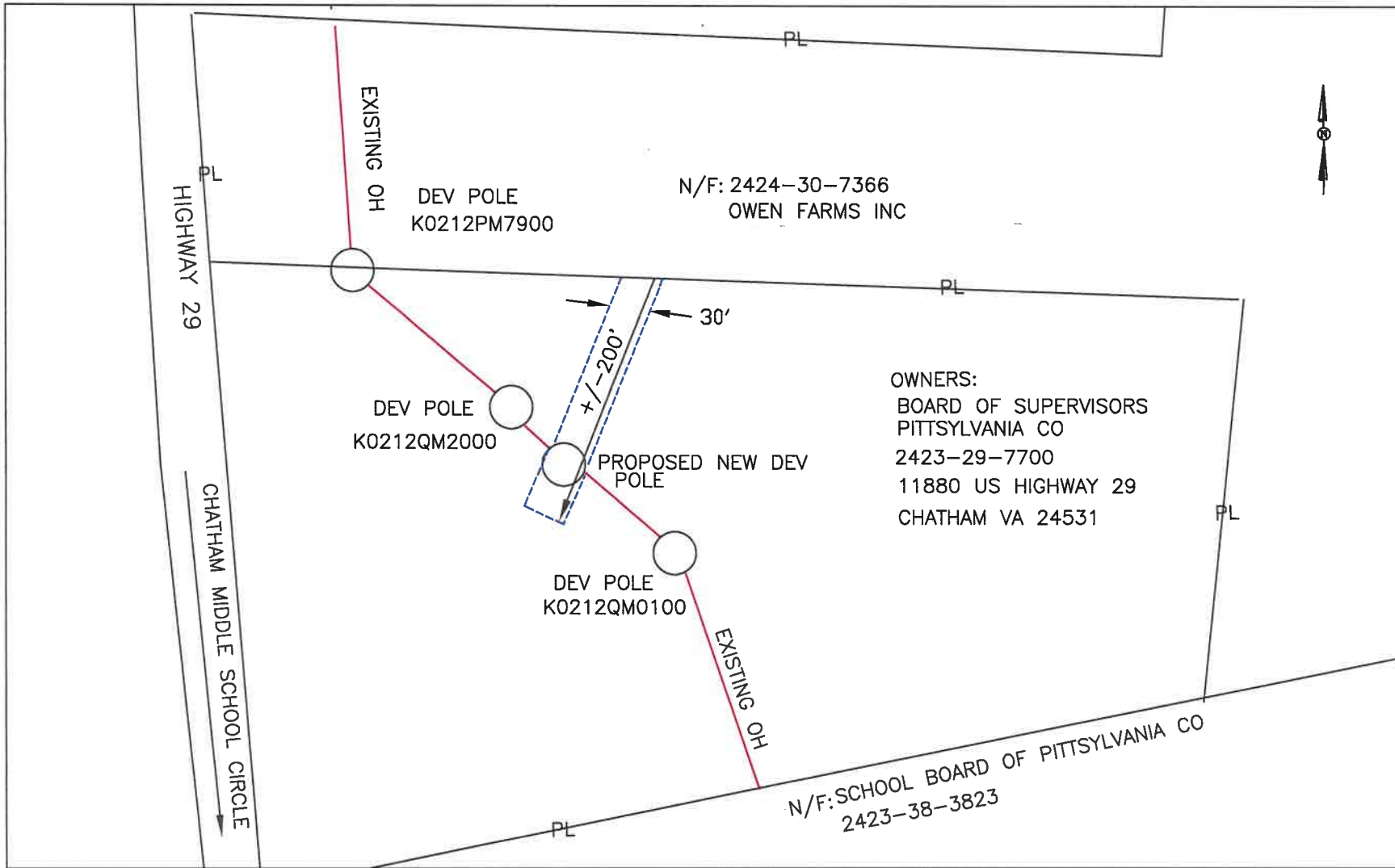
_____ a political subdivision of the Commonwealth of Virginia

By: _____

Its: _____

VAROW No(s). 66-24-0010

(Page 4 of 5 Pages)



LEGEND --- Location of Right of Way Boundary = PL = Indicates Property Line is Right of Way Boundary	Region CENTRAL	Local Office ALTA VISTA	State VA	OH PLAT TO ACCOMPANY RIGHT OF WAY AGREEMENT VIRGINIA ELECTRIC AND POWER COMPANY doing business as Dominion Energy Virginia
	County/City PITTSYLVANIA		Grid Number K0212	
	Work Request Number 10635744	DEVID No. 66-24-0010	Scale Not to Scale	
	Date 05/07/2024	By C. EMERT		
OWNER INITIALS _____				Page 5 of 5

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	FY 2025 Fire and Rescue Service Agreement Approval		
Staff Contact(s):	Christopher Key		
Agenda Date:	June 18, 2024	Item Number:	7.g.
Attachment(s):	1.	FY25 Fire and Rescue Service Agreement	
Reviewed By:	JVH		

SUMMARY:

The County requires County Volunteer Fire and Rescue Agencies to sign an annual Service Agreement that outlines the expectations of both parties. For the Board's review and consideration, the revised FY 2025 Service Agreement ("Agreement") is attached. The only revision to the Agreement is the removal of Section B(8)(c), the audit requirement. The revised Agreement was approved by the Fire and Rescue Commission at its May Meeting.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the attached Agreement.

MOTION:

"I make a Motion approving the attached Agreement."

FY 25 FIRE AND EMS DEPARTMENT SERVICE MEMORANDUM OF AGREEMENT

This Fire and EMS Department Service Memorandum of Agreement (the “MOA”) is hereby made and entered into on the ___ day of _____, 2024, by and between the County of Pittsylvania, Virginia (the “County”), and _____ (the “Volunteer Agency”); (individually the “Party,” collectively the “Parties”).

A. PURPOSE:

The purpose of this MOA is to outline in reasonable detail the mutual obligations of the County and the Volunteer Agency in regard to the eligibility by the Volunteer Agency for County funds/contributions related to Fire and EMS provision/response in the County.

The Parties to this MOA hereby agree to be fully legally bound in all aspects to the below terms and conditions contained in this MOA.

B. THE COUNTY/VOLUNTEER AGENCY’S OBLIGATIONS:

1. The County shall provide property and casualty insurance for the Volunteer Agency; however, the County will only cover the cost of insuring those apparatus recommended by the County’s Public Safety Department.
2. The County shall maintain accident and sickness insurance coverage on the Volunteer Agency’s Members.
3. The County shall allocate direct funds/contributions to the Volunteer Agency in three (3) allocations as described more fully below.
4. The County’s first (1st) fiscal year allocation of funds/contributions to the Volunteer Agency shall occur in August and contain fifty percent (50%) of the Volunteer Agency’s annual funds/contributions. Said first (1st) allocation shall only be given to the Volunteer Agency by the County, if the following conditions/milestones are fully and completely met and satisfied:
 - a. The Volunteer Agency has maintained a current roster on file with the County’s Public Safety Department with the name, current certifications, and radio number of each Member.
 - b. The Volunteer Agency is current with all applicable State and Federal laws, Virginia Office of EMS Rules and Regulation, and the County’s standard operating guidelines and procedures.

- c. The Volunteer Agency is in good standing as determined by the County's Fire and Rescue Commission.
 - d. It is recommended the volunteer agency be an active participant in the County's Fire and Rescue Association.
5. The County's second (2nd) fiscal year allocation of funds/contributions to the Volunteer Agency shall occur in January and contain thirty-five percent (35%) of the Volunteer Agency's annual funds/contributions. Said second (2nd) allocation shall only be given to the Volunteer Agency by the County, if the following conditions/milestones are fully and completely met:
- a. The Volunteer Agency is in compliance with the conditions/milestones contained in Section B (4) herein.
 - b. All the Volunteer Agency's equipment and apparatus is maintained in good working order and a readiness condition.
 - c. When the County Capital Improvement Plan is used to purchase equipment for the Volunteer Agency, it fully and completely complies with the Virginia Public Procurement Act and all other County Purchasing guidelines.
 - d. The Volunteer Agency, if it conducts EMS response, will have an annual review with the County's appointee of the EMS Agency's Response Plan as provided to the Virginia Office of EMS.
 - e. The Volunteer Agency practices the proper Incident Command System while responding to and mitigating emergency scenes.
 - f. The Volunteer Agency maintains on file with the Public Safety Department copies of updated training records of all members of the agency. These records shall be maintained on a continuous basis.
 - g. The Volunteer Agency is participating in any Countywide records and response reporting system.
6. The County's third (3rd) fiscal year allocation of funds/contributions to the Volunteer Agency shall occur in June and contain fifteen percent (15%) of the Volunteer Agency's annual funds/contributions. Said third (3rd) allocation shall only be given to the Volunteer Agency by the County, if the following conditions/milestones are fully and completely met:

- a. The Volunteer Agency continues to comply with all provisions/conditions contained in Sections B (4) and(B)(5) herein.
 - b. To date in the current fiscal year, the Volunteer Agency has responded to at least seventy percent (70%) of its first due calls (agencies that provide both fire and EMS service who fail to obtain the seventy percent (70%) response rate overall can receive fifty percent (50%) of their fund if it maintains a seventy percent (70%) response rate in either the fire service or the EMS service and is not below a 50% response rate in either service); (credit for calls is given when an agency responds with certified personnel) and
 - c. To date in the current fiscal year, for a dispatched call, the Volunteer Agency must respond within eight (8) minutes of the call being dispatched to the Agency.
- 7. The County shall also reimburse EMS Transport Agencies twenty-five dollars (\$25.00) per call responded to on a quarterly basis.
 - 8. The Volunteer Agency shall complete and submit to the County the following FY2025 financial documents:
 - a. The detailed expenditure report form provided by the County by August 1;
 - b. The department IRS 990 form by December 31
 - 9. The Volunteer Agency shall report any complaints received against it within forty-eight (48) hours of receipt to the County Public Safety Director. Within thirty (30) days of receipt of complaint, the County Administrator, County Attorney, County Public Safety Director, Volunteer Agency's Operational Medical Director, and/or VA OEMS, shall investigate the legitimacy/merit of the complaint and implement the appropriate related corrective action (if necessary). The County Administrator shall report all verified/founded complaints to the County Board of Supervisors.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- 1. ENTIRE AGREEMENT/MODIFICATION. This MOU contains the entire agreement of the Parties with respect to the subject matter of this MOU, and supersedes all prior negotiations, agreements, and understandings with respect thereto. This MOU may only be amended/modified by a written document duly executed by all Parties.
- 2. PRINCIPAL CONTACTS. The principal contacts for this MOA are: Pittsylvania County Administrator c/o the Pittsylvania County Public Safety Director (for the County), and _____ (for the Volunteer Agency).

3. COMMENCEMENT/EXPIRATION DATE/TERMINATION. This MOA is executed as of the date of the last signature below and is effective through June 30, 2024, at which time it will expire, unless extended for another fiscal year. Either party may terminate this MOA by providing 60 days' notice to the other Party. In the event that said termination notice provided by Volunteer Agency is during a current fiscal year, the Volunteer Agency shall reimburse to County any unexpended funds allocated to it within thirty (30) days' receipt by County of termination notice.
4. GOVERNING LAW, VENUE, MEDIATION, LEGAL FEES/COSTS:
- a. Governing Law: This MOA shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
 - b. Venue: If legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the County of Pittsylvania, Virginia.
 - c. Mediation:
 - i. Good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by either Party against the other Party relating to this MOA. Before the remedies provided for in this Section may be exercised by either Party, such Party shall give written notice to the other Party that such Party believes that an event of default or impasse under this MOA may have occurred, specifying the circumstances constituting the event of default or impasse in sufficient detail that the other Party will be fully advised of the nature of the event of default or impasse. The responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice. A meeting shall be held within ten (10) business days after the response between the Parties to attempt in good faith to negotiate a resolution of the dispute.
 - ii. If the Parties are unable to resolve the dispute through the above- process, the Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties, to the controversy and conduct mediation at a location to be agreed upon by the Parties or absent agreement, by the mediator. Within two (2) business days of selection, the mediator shall be furnished copies of the notice, this MOA, response, and any other documents exchanged by the Parties. If the Parties and the mediator are unable to settle the same within thirty (30) days from selection, or such other time as the Parties agree, the mediator shall make a written recommendation as to the resolution of the dispute. Each Party, in its sole discretion, shall accept

or reject such recommendation in writing within ten (10) days. Should the Parties be unable to agree upon a single mediator within five (5) business days of the written response of the responding Party, the Parties jointly, shall agree upon the selection of a neutral third-party agreed upon by the Parties, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute. The costs of the Mediator and the mediation shall be shared equally by the Parties to the dispute.

iii. Notwithstanding the preceding paragraphs, the Parties reserve the right to file suit or pursue litigation. The Parties consent to selection of a mediator by any Court shall not constitute consent to jurisdiction of such court or waiver of defenses as to venue or jurisdiction.

d. Legal Fees/Costs: At all times under this MOA, each Party shall be responsible for its own legal fees and costs.

5. WAIVER OF BREACH. The failure of the County to enforce one (1) or more of the terms or conditions of the MOA, from time-to-time, shall not constitute a waiver of such terms or conditions upon subsequent or continuing breach.

6. BENEFIT. This MOA shall inure to the benefit of, and shall bind the heirs, successors, and assigns of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the last date written below. Witness following signatures and seals:

THE COUNTY OF PITTSYLVANIA, VIRGINIA

By: _____

Title: _____

Print Name: _____

COMMONWEALTH OF VIRGINIA

County of Pittsylvania, to-wit:

I, _____, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that _____, whose name is signed to the foregoing MOA, bearing date of the ____ day of _____, 2024, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this ____ day of _____, 20__.

Notary Public

My commission expires: _____

APPROVED AS TO FORM

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

FIRE/EMS DEPARTMENT:

By: _____

Title: _____

Print Name: _____

COMMONWEALTH OF VIRGINIA

County of Pittsylvania, to-wit:

I, _____, a Notary Public for the Commonwealth of Virginia at large, do hereby certify that _____, whose name is signed to the foregoing MOA, bearing date of the ____ day of _____, 2024, has acknowledged the same before me in the jurisdiction aforesaid.

Given under my hand this ____ day of _____, 20__.

Notary Public

My commission expires: _____

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Fire and Rescue Reserve Fund Disbursement Approval (<i>Brosville Brush Truck Transmission Replacement</i>)					
Staff Contact(s):	Christopher Key					
Agenda Date:	June 18, 2024	Item Number:	7.h.			
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td colspan="2">Brosville Capital reserve request</td> </tr> </table>			1.	Brosville Capital reserve request	
1.	Brosville Capital reserve request					
Reviewed By:	JVH					

SUMMARY:

The purpose of the Capital Reserve Fund is to provide general guidance for the distribution and use of Capital Reserve Funds. Capital Reserve Funds shall be appropriated at the discretion of the Board after a recommendation from the Fire and Rescue Commission ("FRC"). The Capital Reserve Fund is intended to address unforeseen emergency financial needs of Fire and Rescue Agencies. Brosville F&R presented a Capital Reserve Fund request for funding for a transmission replacement in a brush truck to the FRC on May 23, 2024. The FRC reviewed and approved the request as presented.

FINANCIAL IMPACT AND FUNDING SOURCE:

Capital Reserve Fund request of \$4,000.

RECOMMENDATION:

County Public Safety Staff recommends the Board approve the attached Capital Reserve Funds Request as presented.

MOTION:

"I make a Motion approving the attached Capital Reserve Funds Request as presented."

**PITTSYLVANIA COUNTY PUBLIC SAFETY
CAPITAL RESERVE REQUEST**

Agency Name BROSVILLE COMMUNITY VOLUNTEER FIRE DEPARTMENT

Address 11912 MARTINSVILLE HIGHWAY DANVILLE VIRGINIA 24541

Person Authorized to Represent Agency Concerning this request:

Name BRIAN DRAPER

Contact #: 276-226-0519

This request for funding should only be completed by Fire and Rescue Agencies who are in "good standing" and have an immediate need for capital reserve funds due to unforeseen circumstances. The agency must be in good standing at the time of the request as defined by the fire and rescue service agreement.

The request shall detail the circumstance(s) that has created the emergency need and why the agency's financial situation dictates the request and use of County capital reserve funds. The request should include a detailed estimate of the cost to mitigate the issue. Examples of such situations that may dictate such request should be limited to essential fire and rescue apparatus breakdown and/or repair, fire and rescue station systems break down and/or repair, essential fire and rescue equipment failures, breakdowns, repair and replacement

The undersigned certifies that the information concerning this request is true and accurate to the best of their knowledge.

Brian S. Draper
Officer's Name

Brian Draper 5/7/24
Signature and Date

1. Describe in detail the situation that Capital Reserve Funds are being requested:

2012 FORD F-350 BRUSH TRUCK HAD AN TRANSMISSION FAILURE RESULTING IN THE NEED TO REPLACE THE TRANSMISSION. THE TRUCK IS CURRENTLY OUT OF SERVICE DUE TO THIS MECHANICAL FAILURE. THE TRUCK WAS PURCHASED USED IN 2021 FROM JESUP VOLUNTEER FIRE DEPARTMENT IN JESUP IOWA AND HAS PROVIDED US WITH EXCELLENT SERVICE UP UNTIL THIS INCIDENT.

2. Describe in detail the cost associated with mitigating the situation (attach any estimates or invoices):

PRELIMINARY QUOTES FOR A NEW FORD TRANSMISSION PURCHASED THROUGH DANVILLE TRANSMISSION IS BETWEEN \$6,000 AND \$7,000. THIS DOES NOT INCLUDE INSTALLATION OR ANY FLUIDS FOR THE TRANSMISSION. APPLE FORD QUOTED THE SAME TRANSMISSION FOR \$7,500 WHICH ALSO DOES NOT INCLUDE INSTALLATION OR FLUID. DANVILLE TRANSMISSION HAS A LABOR RATE OF \$85 AN HOUR AND APPLE FORD HAS A LABOR RATE OF \$110 AN HOUR. BOTH HAVE GIVEN AN ESTIMATE OF 8-10HRS TO COMPLETE THE JOB. USING DANVILLE TRANSMISSION RATES, WE ARE LOOKING AT \$7500 TO \$8500 TO COMPLETE THE JOB. BOTH BUSINESSES HAVE STATED THAT REBUILDING THE TRANSMISSION CURRENTLY IN THE TRUCK WOULD TAKE 6-8 MONTHS TO GET PARTS DUE TO THE CURRENT BACK LOG OF THE PARTS AND WOULD COST ABOUT THE SAME AS A NEW TRANSMISSION.

3. Describe in detail why the agency's financial situation dictates appropriation of Capital Reserve Funds:

WE DEPEND TOTALLY ON THE ASSISTANCE OF THE COUNTY AND DONATIONS FROM LOCAL CITIZENS TO OPERATE DAILY. AS WITH MOST VOLUNTEER AGENCIES DUE TO THE CURRENT STATE OF THE ECONOMY, WE HAVE EXPERIENCED A DECLINE IN DONATIONS FOR THIS PHYSICAL YEAR. WE WERE NOT ANTICIPATING IN THE EXTRA EXPENSES THIS EQUIPMENT FAILURE HAS PLACED UPON US. THIS EXTRA EXPENSE OF \$7500-\$8500 ADDS A FINANCIAL STRAIN TO THE AGENCIES EVERYDAY OPERATIONS.

4. If funds are being requested to cover break down of equipment or apparatus give details of your preventive maintenance program. Include any documentation of maintenance, service or testing.

THE TRUCK HAS HAD ROUTINE MAINTENACE TO INCLUDE NORMAL SERVICE AND FLUID CHANGES EVERY JANUARY AND JULY BY EITHER GATEWOOD AUTOMOTIVE OR BARBER AUTOMOTIVE SINCE PURCHASED BY THIS AGENCY IN 2021.

**You may provide further documentation and explanation on separate pages if needed.*

Financial Report

Balance Sheet as of (date of request): 1/1/24 - 5/10/24

Assets

Cash on Hand and in Checking \$ 10,250
 All Investments (CD's, Savings, etc.) \$ 107,824

Liabilities

Total of all Notes, Mortgages, and Accounts Owed \$ 762,400 ^{Parking Lot Truck}

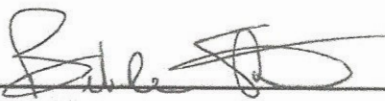
Receipts for current physical year

Expenditures for current physical year

Local Government	\$ <u>24,485</u>	Operations	\$ <u>27,658</u>
Donations Memorials	\$ <u>852</u>	Salaries & Stipends	\$ <u>30,994</u>
Fundraising	\$ <u>16,607</u>	Capital	\$ <u>42,567</u>
Grants	\$ <u>5,606</u>	Other	\$ <u>20,100</u>
Others	\$ <u>63,590</u> ^{SOFT BILLING}		
TOTAL RECEIPTS	\$ <u>111,140</u>		

TOTAL EXPENDITURES \$ 121,319

The undersigned certifies that the information in this financial statement is true and accurate and correctly reflects the financial condition of the Agency.



 Treasurer

Fire and Rescue Standard Operating Guidelines

<i>Subject</i>	Capital Reserve Fund
<i>SOG Number</i>	Finance - 01
<i>Effective Date</i>	August 8, 2019
<i>Approved</i>	Christopher Slemp, Director

Purpose:

The purpose of this SOG is to provide general guidance for the distribution and use of Capital Reserve Funds. Capital Reserve Funds shall be appropriated at the discretion of the Board of Supervisors after a recommendation from the Fire and Rescue Commission. The Capital Reserve Fund is intended to address unforeseen emergency financial needs of Fire and Rescue agencies.

Scope:

The standard administrative guideline shall be applicable to the Pittsylvania County Fire and Rescue Departments who are considered to be in good standing and have an immediate need for capital reserve funds due to unforeseen circumstances. The agency must be in good standing at the time of the request as defined by the fire and rescue service agreement.

Guideline:

The agency in need of Capital Reserve funds shall make a written request (see attached request form) to the Director of Public Safety. The request shall detail the circumstance(s) that has created the emergency need and why the agency's financial situation dictates the request and use of County capital reserve funds. The request should include a detailed estimate of the cost to mitigate the issue. Examples of such situations that may dictate such request should be limited to essential fire and rescue apparatus breakdown and/or repair, fire and rescue station systems break down and/or repair, essential fire and rescue equipment failures, breakdowns, repair and replacement. If it is determined that such failure or breakdown was due to lack of preventative maintenance, then the use of these funds would not be warranted.

The request shall be reviewed by the Director of Public Safety and forwarded to the Fire and Rescue Commission; the Commission shall then review the request and make a recommendation to the Board of Supervisors as to approve, amend, or deny said request. The maximum allowable amount of assistance should be limited to \$4000 in most cases.

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Resolution # 2024-06-04 Adoption (<i>School Capital Improvements Reimbursement Authorization</i>)		
Staff Contact(s):	Kim Van Der Hyde		
Agenda Date:	June 18, 2024	Item Number:	7.i.
Attachment(s):	1.	Pittsylvania - 2024 - Reimbursement Resolution (for School Security Projects) - 307001996-v1-c	
Reviewed By:	JVH		

SUMMARY:

Bids have been received by Pittsylvania County Schools ("PCS") to begin construction of safety vestibules and other safety upgrades at fourteen (14) schools throughout the County. This work will take place this summer, while PCS is not in session. Recently, PCS applied for a Literary Fund loan to cover the cost of classroom additions, window and HVAC replacement, and upgrades to Kentucky, Southside, and Union Hall Elementary Schools. Since the PCS Safety Project was already underway, PCS was unable to apply for Literary Funds for this project. Therefore, a Reimbursement Resolution is needed to cover the expenditure of funds for the project, until financing is obtained. The County will not seek this funding until we receive notification concerning the Literary Loan funding, in case this project needs to be included with the PCS Safety Project financing. For the Board's review and consideration, Resolution # 2024-06-04 concerning the reimbursement of costs incurred by PCS for school capital projects covered by the 1% Sales Tax revenue is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The 1% Sales Tax Revenue will cover the cost of financing the PCS Safety Project. Attached Resolution # 2024-06-04 ensures the County will be able to reimburse itself from borrowed funds to cover costs incurred before funding is secured.

RECOMMENDATION:

County Staff recommends the Board adopt attached Resolution # 2024-06-04 concerning the reimbursement of costs incurred by PCS for school capital projects covered by the 1% Sales Tax revenue.

MOTION:

"I make a Motion adopting Resolution # 2024-06-04 as attached and presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION # 2024-06-04**

**A RESOLUTION OF OFFICIAL INTENT TO REIMBURSE
EXPENDITURES WITH PROCEEDS OF A BORROWING**

VIRGINIA: At the Pittsylvania County Board of Supervisors’ (“Board”) June 18, 2024, Business Meeting, the following Resolution was presented and adopted:

WHEREAS, the School Board of Pittsylvania County, Virginia (the “County”), desires to undertake a program to renovate and upgrade public school facilities, including (without limitation) the construction or installation of vestibules and other security enhancements (collectively, the “Project”); and

WHEREAS, plans for the Project have advanced, and the County Board of Supervisors expects to advance County funds to pay expenditures related to the Project (the “Expenditures”) prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt obligations or taxable obligations, or both;

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY, VIRGINIA:

1. The County intends to utilize the proceeds of tax-exempt obligations or taxable obligations (the “Obligations”) in an amount not currently expected to exceed \$6,500,000 to pay or reimburse the costs of the Project.

2. The County intends that the proceeds of the Obligations be used to reimburse the County for Expenditures made with respect to the Project on or after the date that is no more than 60 days prior to the date of this resolution. As of the date hereof, the County reasonably expects that it will reimburse the Expenditures with the proceeds of the Obligations.

3. Each Expenditure was or will be, unless otherwise approved by bond counsel, either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Obligations, (c) a nonrecurring item that is not customarily payable from current revenues or (d) a grant to a party that is not related to or an agent of the County so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the County.

4. The County intends to make a reimbursement allocation, which is a written allocation by the County that evidences the County’s use of proceeds of the Obligations to reimburse an Expenditure, no later than 18 months *after the later of* (a) the date on which the Expenditure is paid or (b) the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid; provided, however, that such timing limitations are subject to the applicability of (x) Treasury Regulations Section 1.150-2(d)(2)(ii)

related to expenditures by “small issuers” (based on the year of issuance and not the year of expenditure), and (y) Treasury Regulations Section 1.150-(d)(2)(iii) related to expenditures for “long-term” construction projects requiring at least five years to complete.

5. The County recognizes that the limitations set forth in the foregoing paragraphs 2 and 4 do not apply to reimbursements to pay:

(a) “preliminary expenditures” (as such term is used in Treasury Regulations Section 1.150-2(f)(2)) up to an amount not in excess of 20% of the aggregate issue price of the Obligations that finance or are reasonably expected to finance the Project for which the preliminary expenditures were incurred;

(b) costs of issuance of any Obligations; and

(c) “de minimis” amounts (which shall not in the aggregate exceed the lesser of \$100,000 or 5% of the proceeds of the Obligations).

6. The County intends that the adoption of this resolution confirms the “official intent” within the meaning of Treasury Regulations Section 1.150-2 promulgated under the Internal Revenue Code of 1986, as amended.

7. This resolution shall take effect immediately upon its passage.

Given under my hand this 18th day of June, 2024.

Darrell W. Dalton
Chairman, Pittsylvania County Board of Supervisors

David F. Arnold
Assistant County Administrator

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Updated TLAC Cooperative Agreement Approval		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	June 18, 2024	Item Number:	7.j.
Attachment(s):	1.	TLAC Resolution	
	2.	TLAC Cooperative Agreement	
Reviewed By:	JVH		

SUMMARY:

The Tri-County Lakes Administrative Commission ("TLAC") recently updated its Organizational Cooperative Agreement ("Agreement") on April 9, 2024, reflecting the addition of a Campbell County Citizen-at-Large. For the Board's review and consideration, said revised TLAC Organizational Cooperative Agreement is attached, as well as the Resolution reflecting the TLAC Board's vote to execute the revised Agreement.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board approve the revised TLAC Agreement as attached.

MOTION:

"I make a Motion to approving the revised TLAC Agreement as attached."



Tri- County Lakes Administrative Commission

Leesville Lake

Smith Mountain Lake

At a regular meeting of the Tri-County Lakes Administrative Commission Board of Directors, held at the TLAC office, Moneta, Virginia, on the 9th day of April 2024, beginning at 4:00 p.m.

<u>MEMBERS:</u>	<u>VOTE:</u>	<u>MEMBERS:</u>	<u>VOTE:</u>
Dave Arnold	Yes	Jeff Salmon	Yes
Darrell Dalton	Yes	Lorie Smith	Yes
Robert Hiss	Yes	Edgar Tuck	Yes
Roy Kelley	Absent	Stuart Turille	Yes
Tom Lawton	Yes	John Vidovich	Absent
Emily Ragsdale	Absent	David Wells	Yes
Frank Rogers	Yes	Chris Whitlow	Yes

Upon motion of Chris Whitlow, seconded by Jeff Salmon, and with the motion carried, the following was adopted:

**A RESOLUTION TO APPROVE
THE AMENDMENT TO THE
TRI-COUNTY LAKES ADMINISTRATIVE COMMISSION
COOPERATIVE AGREEMENT**

WHEREAS, Bedford, Franklin and Pittsylvania Counties are represented by a Citizen-at-Large on the Tri-County Lakes Administrative Commission (TLAC) Board of Directors; and

WHEREAS, citizens of Campbell County have requested representation by a Citizen-at-Large from Campbell County represent the County on the TLAC Board of Directors; and

WHEREAS, Campbell County Supervisor Lawton presented this matter to the Campbell County Board of Supervisors during the April 2, 2024 Board of Supervisors meeting; and

WHEREAS, the unanimous consensus of the Board was to request TLAC to consider adding an additional citizen representative from Campbell County; and

WHEREAS, the Campbell County Board of Supervisors agreed that the Campbell County Citizen-at-Large will cast a vote only in the absence of the Campbell County Supervisor or Administrator who is an appointed member of the TLAC Board; and

WHEREAS, Campbell County will retain only 2 votes as is designated by the TLAC Cooperative Agreement of which Campbell County is a party,

NOW THEREFORE, BE IT RESOLVED, that the TLAC Board of Directors approves to make the request to the member localities to amend the Cooperative Agreement to establish a Campbell County Citizen-at-Large position on the TLAC Board.

A Copy-Teste:

 Kristina Sage, Executive Director

ORGANIZATIONAL COOPERATIVE AGREEMENT CREATING THE TRI-COUNTY LAKES ADMINISTRATIVE COMMISSION (TLAC)

Creation of the Tri-County Lakes Administrative Commission (“TLAC”)

This Cooperative Agreement is among the counties of Bedford, and Campbell, and Franklin, and Pittsylvania, for a joint administrative organization under the provisions of Section 15.2.1300 of the Code of Virginia, and is:

- to be known as the Tri-County Lakes Administrative Commission

PURPOSE: The purpose of the Tri-County Lakes Administrative Commission is to serve as an administrative department for the four counties surrounding Smith Mountain Lake and Leesville Lake, and is established to carry out lake planning duties as may be assigned by the respective Boards of Supervisors. Such duties may also include, but are not limited to, navigation marker issues, aquatic vegetation issues, debris cleanup issues, monitoring of License requirements, and coordination with American Electric Power on lake-related issues. The Tri-County Lakes Administrative Commission may also be directed by the Boards of Supervisors from time to time to perform specific projects which will require the coordination of lake volunteers in order to accomplish such activities. The Tri-County Lakes Administrative Commission shall serve as the first point of contact for lake-related issues and concerns and shall forward such concerns as are appropriate to the body or agency best able to respond to the citizen. Notwithstanding the above, the Tri-County Lakes Administrative Commission is authorized only to perform those duties as approved in the annual Work Plan and as amended, by its Board of Directors and which are not the responsibility of Appalachian Power Company/American Electric Power or its assigns and successors by virtue of its License with the Federal Energy Regulatory Commission.

MISSION: The mission of the Tri-County Lakes Administrative Commission is to assist in the development of a harmonious community at the lakes through the administration of the programs and projects delegated to it by the Boards of Supervisors of the affected counties and to study and advise the Boards of Supervisors on issues related to the overall well being of the lakes as directed by the member counties. It is the mission of the Tri-County Lakes Administrative Commission to do for the four counties in a more efficient and effective manner what any one of the member counties could do for themselves individually; and, to perform such duties and to exercise such appropriate powers and authority as may be delegated by the Boards of Supervisors of the member counties to the “TLAC” and not exceeding the limits of delegation as prescribed under the Code of Virginia.

GUIDING PRINCIPLES: (1) The "TLAC" shall serve at the direction of the member counties with input from the lakes community at large, and such other citizens who may wish to offer input into the public process of guiding lakes area concerns. (2) The four member counties shall agree as to a fiscal agent for the "TLAC" who will process all income and expenditures of the entity under the guidelines established by the fiscal agent and shall be reimbursed by the TLAC budget for reasonable costs experienced in providing this service. Employees assigned to staff the "TLAC" shall be employees of the fiscal agent and function in the same manner as all other employees of the fiscal agent. (3) A work program shall be approved annually by the "TLAC" Board and shall guide the activities of the "TLAC".

DURATION OF COOPERATIVE AGREEMENT: This Cooperative Agreement shall become effective immediately on approval and adoption of resolutions by Bedford, and Campbell, and Franklin, and Pittsylvania counties, and shall run for two-year terms beginning July 1, 2014 or as the Cooperative Agreement may be amended or extended by action of parties to the Cooperative Agreement. This provision is to assure that the "TLAC's" effectiveness is regularly reviewed by member counties and recognizes that member counties may choose to supplant the TLAC with a modified organization or terminate the TLAC in favor of a new organization or entity. In the event written notice of termination is not given by any party to this agreement as provided herein, then this contract shall automatically renew for a term of twenty-four (24) months and shall automatically renew at the end of each successive term thereafter, unless such notice is given.

ORGANIZATION OF THE TRI-COUNTY LAKES ADMINISTRATIVE COMMISSION: The "TLAC" shall be comprised of three members each from the participating political subdivisions of Bedford, Campbell, Franklin, and Pittsylvania Counties. One member from each political subdivision shall be a member of the Board of Supervisors of that political subdivision whose voting district borders Leesville or Smith Mountain Lakes, or his/her alternate; the alternate for the Board of Supervisors from Bedford, Campbell, Franklin and Pittsylvania Counties shall be another member of the respective Board of Supervisors: one member shall be a citizen at large who shall reside in a voting precinct whose area shall include the shoreline of Leesville or Smith Mountain Lakes; one member shall be the County Administrator, or his designee.

The citizen at large for Campbell County, because of its smaller area involvement and financial responsibility, shall cast a vote only in the absence of the Campbell County Supervisor or Administrator, thereby Campbell County will cast only 2 votes.

There shall also be one member each from the Smith Mountain Lake Association (SMLA) and the Leesville Lake Association (LVLA). Annually the Associations will recommend a member representative to the Board of Directors of TLAC. Appointments of Association members to the TLAC Board shall occur at the first meeting of members of the TLAC Board following February 1.

There shall also be one member appointed by American Electric Power Company who will be an ex-officio, non-voting member.

There shall be a total of 13 voting members and 1 non-voting member.

- a) Appointments to "TLAC". The citizen members and Board members of the Tri-County Lakes Administrative Commission will be appointed by the Boards of Supervisors of the county which they represent. These members shall serve at the pleasure of the respective Boards of Supervisors. Appointments should be made at annual Board of Supervisors reorganization meetings and terms shall run from February 1 through January 31.
- b) Members of the "TLAC" shall elect a member as "TLAC" chairman, and a member as vice chairman, and a member as secretary at its next regularly scheduled meeting following February 1.
- c) Compensation of "TLAC" members. The respective member jurisdiction's Board of Supervisors shall determine compensation, if any, to be received by their respective appointed "TLAC" members.

FUNDING: The percentage of shoreline for each of the lakes, as it relates to the four counties, is as follows:

SMITH MOUNTAIN LAKE (SML)

Franklin 288 miles	- 57.5%
Bedford 192 miles	- 38.3%
Pittsylvania 21 miles	- <u>4.2%</u>
	100%

LEESVILLE LAKE (LVL)

Bedford 26 miles	- 25.0%
Campbell 12 miles	- 11.0%
Pittsylvania 67 miles	- <u>64.0%</u>
	100%

The budget amount for the Executive Director will be funded 80% by the SML counties according to the above percentages, and 20% by the LVL counties according to the above percentages, and be contained in each budget.

Funding for the SML budget and the LVL budget shall be the responsibility of the applicable counties in the proportion as set forth above. The lowest approved budget by each of these applicable counties for each lake shall be used. It is expressly understood however, that any County can fund the budget in a greater amount.

It is the intent of the parties that the historic function of TLAC continue, and that the budget for the SML counties continue to reflect primarily matters concerning SML and only those LVL issues relevant thereto. Therefore, the LVL budget shall include matters exclusive to LVL counties, including the expense for the LVL staff, as well as an estimate of any additional expense (including time and mileage) of other TLAC staff devoted to LVL matters beyond the expense for the Executive Director. The LVL counties (in the proportions set forth above) shall be responsible for said cost for other TLAC staff.

EXECUTIVE COMMITTEE: The Executive Committee includes the four County Administrators. The purpose of the Executive Committee shall be to present an annual budget for the LVL counties and for the SML counties for the approval of their respective counties, to assist the Executive Director in addressing essential business between regular Board meetings, to take action on all matters which cannot or should not be deferred until the Board's next meeting, review of potential Board meeting topics when appropriate, support the Executive Director and assess his/her performance. The Executive Committee shall meet as often as necessary. A majority of the voting members shall constitute a quorum.

METHODS (CONCEPT) OF OPERATION: It is the intent of the parties hereto that TLAC operate under the following parameters:

- a) TLAC shall create citizen committees devoted to SML matters, and separate citizen committees devoted to LVL matters.
- b) The Executive Director shall segregate staff time devoted to LVL matters for accounting purposes.
- c) The TLAC representatives from Campbell County shall abstain from discussion or voting on matters regarding SML; and likewise, Franklin County representatives from matters regarding LVL.
- d) Only two Pittsylvania County representatives may vote on SML matters, in the following order: supervisor, administrator, citizen-at-large.
- e) Any activities, programs, or initiatives which pertain only to LVL shall be submitted to the LVL staff to be placed on the agenda for TLAC approval, and shall be funded by the LVL counties according to the aforesaid formula.

WITHDRAWALS FROM THIS COOPERATIVE AGREEMENT: Any party to this Cooperative Agreement shall have the right to withdraw from this Cooperative Agreement at any time after written notification to the "TLAC" of the party's intention to withdraw from the "TLAC". Written notification of intent to withdraw shall be tendered to the "TLAC" at least 180 days before the date of official withdrawal. This is restricted in that notice must be given at least 180 days before the end of the "TLAC's" then current fiscal year. In the event that any of the counties withdraw from the agreement, then the agreement will be terminated.

DISPOSITION OF PROPERTIES AND FUNDS OF THE TRI-COUNTY LAKES ADMINISTRATIVE COMMISSION UNDER TERMINATION: In the event of termination, funds, records, and tangible property, real and personal, that are held by the "TLAC", or are in custody of its administrative entity, its agents or assigns, shall be returned to the participating political subdivision pro rata to their annual rates of contributions, or as otherwise agreed to by the member counties. Participating political subdivisions shall be defined as those that are members to the Cooperative Agreement on the day before termination shall become effective. Annual rate shall be that which the termination of this Cooperative Agreement shall occur.

COMMITTEES: The "TLAC" shall from time to time establish such special committees as deemed necessary for aiding in the effective implementation of the "TLAC's" responsibilities, duties and authorities. Committees shall report to the "TLAC". The Executive Committee of the "TLAC" may be utilized in communications between the "TLAC" and committees and between the committees and outside persons. The chair of any such committee need not be a member of "TLAC", unless deemed necessary by the Executive Committee, and all committee appointments shall be approved by the TLAC. The chairs are expected to attend TLAC Board meetings on a regular basis.

EFFECTIVE DATE OF THIS COOPERATIVE AGREEMENT: This Cooperative Agreement between the counties of Bedford and Campbell and Franklin and Pittsylvania shall be effective beginning on June 11, 2024.

BEDFORD COUNTY BOARD OF SUPERVISORS

BY _____
CHAIRMAN OF THE BOARD

ATTEST:

CLERK

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

CAMPBELL COUNTY BOARD OF SUPERVISORS

BY _____
CHAIRMAN OF THE BOARD

ATTEST:

CLERK

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

FRANKLIN COUNTY BOARD OF SUPERVISORS

BY _____
CHAIRMAN OF THE BOARD

ATTEST:

CLERK

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

BY _____
CHAIRMAN OF THE BOARD

ATTEST:

CLERK

APPROVED AS TO FORM: _____
COUNTY ATTORNEY

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	DSS Janitorial Services Agreement Authorization				
Staff Contact(s):	Connie Gibson				
Agenda Date:	June 18, 2024	Item Number:	7.k.		
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>DSS Contract</td> </tr> </table>			1.	DSS Contract
1.	DSS Contract				
Reviewed By:	JVH				

SUMMARY:

Recently, the County issued a Request for Proposal ("RFP") for Janitorial Services for the Social Services Building. In response to said RFP, the County received one (1) proposal from Derrick's Cleaning Services, Inc. ("Derrick's"), for \$24,692.00 annually. This is the same price as the previous contract with Derrick's Cleaning Services, Inc. County Staff evaluated the RFP response proposals and agreed that Derrick's is responsive and responsible. For the Board's review and consideration, a related contract is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The contract will be for one (1) year at a cost of \$24,692.00 annually, with four (4)-one (1)-year potential optional renewals for a total of \$123,460.00. Funds are budgeted to cover this cost.

RECOMMENDATION:

County Staff recommends awarding the attached contract to Derrick's.

MOTION:

"I make a Motion awarding the attached contract to Derrick's."

PITTSYLVANIA



COUNTY, VIRGINIA

County of Pittsylvania, VA

Contract Number: 20240701

This contract entered into this 1st day of July, by Derrick’s Cleaning Service, hereinafter called the “Contractor” and County of Pittsylvania, Department of Social Services 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 Department of Social Services as set forth in the RFP 20240507 and proposal received.

PERIOD OF PERFORMANCE: **PERIOD OF PERFORMANCE:** From: 7/1/24 through 6/30/25 with an additional four (4) one- year optional renewals.

The contract documents shall consist of:

- A. This signed form;
- B. The following portions of the Request for Proposals dated 5/27/24:
 - (1) Scope of services,
 - (2) Pittsylvania County General Terms and Conditions
 - (3) Pittsylvania County Special Terms and Condition
- C. The Provider’s Proposal dated 5/28/24 and;

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

CONTRACTOR:

DIRECTOR OF SOCIAL SERVICES:

By: _____

By: _____

Title: _____

Title: _____

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



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Action Item

Agenda Title:	Commonwealth's Attorney Case Management Software Agreement Approval		
Staff Contact(s):	Connie Gibson		
Agenda Date:	June 18, 2024	Item Number:	7.I.
Attachment(s):	1.	RFP 20240208 Prosecutor Management Case Software_Final	
	2.	Virginia Pittsylvania Contract 2024 (2) (002)	
Reviewed By:	JVH		

SUMMARY:

The County's Purchasing Department issued RFP #20240208 for Prosecutor Case Management Software. The advertisement was posted on the Virginia Business Opportunity website, in the *Chatham Star Tribune*, and on the County's website. The County received five (5) proposals. The evaluation committee had three (3) vendors give a presentation and the Committee desires to move forward with Software Unlimited Corporation. For the Board's review and consideration, a related contract is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The total investment for year one (1) is \$95,165, and includes installation, training, professional services, and interfacing. The annual recurring services are \$17,465 for the next four (4) years. Funds are budgeted to cover this cost.

RECOMMENDATION:

County Staff recommends awarding the contract to Software Unlimited Corporation as attached.

MOTION:

"I make a Motion awarding the attached contract to Software Unlimited Corporation."



**PITTSYLVANIA COUNTY
BOARD OF SUPERVISORS**

**REQUEST FOR PROPOSAL
RFP: 20240208**

**Prosecutor Case Management Software for the
Commonwealth's Attorney Office**

CONTACTS: CONNIE GIBSON, PURCHASING MANAGER
434-432-7744
Connie.gibson@pittgov.org

Pittsylvania County, Virginia
RFP # 20240208
Prosecutor Case Management Software

GENERAL INSTRUCTIONS TO OFFERORS

DUE DATE: Sealed Proposals will be received until **March 7, 2024**, no later than **2:00 P.M.** Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: One electronic version (flash-drive) and four (4) hard copies of the proposals should be mailed, or hand delivered to:

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

All Proposals must be in a sealed envelope or box and clearly marked in the lower left corner:

Sealed Proposal - RFP #20240208, "Prosecutor Case Management Software".

Proposals not so marked or sealed shall be returned to the offeror and will not be considered.

Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror (see page 2). All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. **All Proposals shall be received by 2:00 P.M., March 7, 2024.** 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., Wednesday, February 19, 2024.** 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 **February 20, 2024, by 2:00 p.m.** The offeror has the sole responsibility to go to the website and receive the responses or by contacting Connie Gibson requesting they be emailed. The responses will be an addendum to the RFP. All such responses by the County shall become part of the RFP.
3. Oral instructions do not become part of the proposal documents.

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

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

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

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

Name and Address of Firm:

_____ Date: _____

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

_____ Name: _____
(Please Print)

_____ Zip Code _____ Title: _____

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

E-mail: _____ State of Incorporation: _____

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

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

(Return this Form)

A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals to secure a vendor to provide services and solutions for a prosecutor application for the Commonwealth's Attorney Office.

The Pittsylvania County Commonwealth Attorney's Office primarily prosecutes criminal cases in Pittsylvania County, Virginia. The Office prosecutes criminal cases in all three courts, Circuit, General and Juvenile and Domestic Courts.

In addition to the trial work, the Office also handles the filing of lawsuits related to civil forfeiture of money seized from illegal activities in Pittsylvania County. The Office provides legal advice when called upon to local law enforcement and supplements the local law enforcement training seminars. In addition to the elected Commonwealth attorney, there are six (6) attorneys, three (3) support staff, and two victim witness positions for a total of thirteen (13).

The Commonwealth's Attorney Office currently utilizes a card catalogue that has reached the end of life. There will be no data conversion required.

B. SCOPE OF SERVICE

1. TECHNICAL REQUIREMENTS

- a. Microsoft SQL Server 2012 minimum or greater.
- b. Windows Server 2012 minimum or greater.
- c. Windows 10 Pro or greater for client workstations
- d. Active Directory authentication: please explain if application is not AD authenticated.
- e. Report writing capability built in or compatible with major reporting system.

2. APPLICATION REQUIREMENTS

- a. Ability to interface with SunGard OSSI's Records Management System (RMS) and Jail Management System (JMS) data.
- b. Ability to access the application via the internet (inquiry only) (optional).
- c. Name information should import from RMS.
- d. System should track all aspects of a case from pretrial to final compliance.
- e. Ability to automatically assign a case number.
- f. Name information can be entered directly into the prosecutor software system.
- g. Ability to enter and maintain the following master Person record data elements:
 - Name (first, middle, last, suffix)
 - Current address (city, state, zip code) information
 - Previous addresses (city, state, zip code) information

- Age/Race/Sex
 - Date of birth
 - Driver's license number
 - Driver's license expiration date
 - Social Security Number / Date of Birth combination (to verify the correct defendant)
 - Recent photo of person
 - Occupation
 - Home phone
 - Cell phone
 - FBI Number
 - State Number
 - Alias
 - Affiliations (schools, gangs, employers, etc.), these should include address, phone active dates, notes, status
 - Relationships (associated people: wife, sister, acquaintances, etc.)
- h. Ability to enter and maintain Prosecutor Case information including:
- Case Number
 - Case Type
 - Court Status (ex: Active, Inactive, Pending)
 - Disposition Status
 - Date of Disposition
 - Case Comments
 - Referral dates
 - Recent photo of person
- i. Ability to perform Prosecutor Case Inquiries.
- j. Ability to perform mass professional (Attorney, Judge etc.) reassignments.
- k. Availability of specific Prosecutor reports.
- l. Availability of Court subpoenas.
- m. Ability to produce subpoenas, either at the case or event level. Alternatively provide a method to produce subpoenas in batch by analyzing the relationships between events and witnesses. Then track the subsequent subpoena service information.
- n. Should support Prosecutor Mass Calendaring (allowing mass rescheduling of court dates and mass disposition).
- o. Ability to enter and maintain Charge information (add, delete, modify).
- p. Ability to track 'amendments' to charges, keeping the original charge information.
- q. Ability to regenerate the Charging (Complaint or Indictment) document, but keep the original if desired.
- r. Ability to track 'enhancements' to the Charges and pull this into the Complaint if desired.
- s. Ability to enter and maintain Sentencing information.
- Sentence type
 - Sentence starting date
 - Incarceration type
 - Plea code
 - Plea comments

- Order time
 - Minimum time (days, months, years)
 - Suspended time (days, months, years)
 - Probation information (type of probation, start/end dates, probation officer, agency, etc.)
 - Community service (where to serve, dates, hours)
 - Consecutive/concurrent
 - 4th amendment waiver and related start/end dates
 - Good behavior
 - Operator license suspended/restricted information
- t. Ability to enter and maintain information regarding involved professionals (Judge, Officer, Attorneys) and agencies (Courts, Police Agencies) and the ability to have unlimited/multiples of each.
- u. Ability to enter and maintain Events information, including Court dates and other user defined event types. Court dates should track the court, judge, attorneys, officers, court case numbers and the action taken. Documents should be able to be generated at the event level (notices of trial, victim letters etc.)
- v. Provide a 'Case Summary', which will display (or print) all aspects of the case in a single view.
- w. Provide a court date scheduler which will set up a user definable maximum number of defendants for an event type (Arraignment, Jury Trial, etc.) by Judge, Attorney, Officer and/or Court. The scheduler should account for 'days off' and allow for scheduling based on a pattern (every Tuesday at 11 am) or use selected dates.
- x. Ability to enter and maintain Ticklers to remind of upcoming activities/events.
- y. Ability to enter and maintain information regarding other Persons involved in a case.
- z. Ability to enter and maintain Warrant information.
- aa. Ability to enter and maintain attachments associated to a case (Word documents, pictures, video and audio, etc.).
- bb. Ability to enter and maintain information regarding Defendants involved in case.
- cc. Ability to enter and maintain Victim/Witness information.
- dd. Ability to enter and maintain Arrest Order information.
- ee. Ability to enter and maintain Subpoena information.
- ff. Ability to enter and maintain Disposition information.
- Disposition type
 - Disposition date
 - Disposition comments
- gg. All data entered should be editable with appropriate rights.
- hh. Create and track Discovery packets.
- ii. Provide an Attorney dashboard capable of showing Attorney caseload and statistics. The Dashboard should allow District Attorneys and certain

appointees to see all cases, team leaders to see their attorneys' cases and individual attorneys to see only their cases.

- jj. Provide a Receptionist Inquiry which can quickly show the main aspects of a case.
- kk. Provide a Forensics module tracking various data elements related to an autopsy, blood alcohol content, DNA, drug analysis, firearms analysis, toxicology and other tests.
- ll. Track forfeitures including: Seizure information, Properties, Interested Parties, Disbursements and Receipts.
- mm. Provide a method to determine equal distribution of workloads among attorneys for assignment decisions.
- nn. Ability for e-discovery.
- oo. Ability to sync or put LEO case numbers on the subpoenas. pp. Prompts with frequent witness information.
- qq. Ability to selectively bring over what is needed from the RMS.
- rr. Ability to input and track bond information.
- ss. Ability to comment on events so the comments are visible to other staff and attorneys.
- tt. Provide a way to flag a file for special handling such as special prosecutor, extradition, and IAD.
- uu. Ability to track revocations, NGRI hearings, and commitment appeals.
- vv. Provide capability to archive data files and selectively retrieve archived information for a specific case/defendant.
- ww. Should provide integration for import of arrest/booking (including defendant/alias information, charges, officers, witnesses, victims, alerts and mugshot) and citation (traffic and parking) data.
- xx. Should be highly integrated between all the available justice products.
- yy. Ability to limit module access and certain functions to certain users
- zz. All data entered should be editable with appropriate rights
- aaa. Provide menu driven functionality for accessing different modules and functions.
- bbb. Should use ADD, EDIT, CANCEL, APPLY and DELETE buttons for data support.
- ccc. System should flow with functional progression of data entry screens following case management processes.
- ddd. The Master Person screen should allow users to view person details and associated cases.
- eee. Provide the ability for the software to integrate criminal case tracking with legal document production and word processing.
- fff. Should provide mass tickler functionality to follow workflow and display reminders.
- ggg. Should provide information and statistics about judges and attorneys.
- hhh. Should provide mass calendar functionality to accommodate changes in scheduling and events.
- iii. System must allow imaging of documents and include the ability to attach

- documents to case files. Images should be able to attach within a single case's processing screens as well as have the ability to scan mass documents then attach them from a list to the appropriate cases.
- jjj. Enhanced scanning features including: Ability to configure and save scanner settings, allow preview of scanned images, ability to save multiple pages to a single PDF.
 - kkk. The information entered must apply for witness, victim, suspect and defendant data.
 - lll. Must provide a common listing of name information and allow one person to be viewed as being involved in multiple cases.
 - mmm. Provide the ability to search on multiple fields for reporting and previously entered cases.
 - nnn. Ability to capture, display and print all fines and restitutions information processed for victims.
 - ooo. Provides a 'tickler' indicator of all needed actions/upcoming events for report logs and filed cases.
 - ppp. Provides the ability to indicate a defendant's felony case procedure level.
 - qqq. Ability to classify cases using user definable code tables for statistical purposes.
 - rrr. Ability to flag cases when processed.
 - sss. Ability to track log information.
 - ttt. Provide incident status tracking for report logs, cases filed and actions needed/not needed.
 - uuu. Must be able to re-open cases.
 - vvv. Provide notification for release of resources when a case is closed.
 - www. Must allow for validation of trial dates.
 - xxx. Must provide the ability to display a location of physical files from the defendant's information screen.
 - yyy. Ability to determine prior Commonwealth Attorney involvement with defendant or witness.
 - zzz. Must provide audit tracking ability of all tables to review record changes within the system.
 - aaaa. Ability to filter/report case assignments by attorneys.
 - bbbb. Ability to filter/report case scheduling by user defined criteria.
 - cccc. Provide the ability to track warrants.
 - dddd. Allow calendar functions for/by events and event types to be shared by Commonwealth Attorney staff.
 - eeee. Ability to track pre-sentencing orders.
 - ffff. Allow to track probation violations.
 - gggg. Allow to track cases under appeal.
 - hhhh. Ability to produce charging documents via word processing functions.
 - iiii. Ability to retrieve and update associated data for co-defendants.
 - jjjj. Must be able to have data from a main source for witnesses, officers etc. be copied to each associated co-defendant file to prevent duplicate data entry.
 - kkkk. System must provide security levels of access.
 - llll. System must provide security levels of access for each staff level on an individual basis.
 - mmmm. Provide the ability to generate trial notices to officers
 - nnnn. Should have canned reports available throughout the system.
 - oooo. Should allow the use of SQL statements for creating documents including

- the capability for automatic merging of specific case data.
- pppp. Should have an option for user to create SQL statements for documents that will be used repeatedly in the system.
- qqqq. The software should also provide pre- built commonly used/needed SQL statements for reporting.
- rrrr. Must be able to keep track of officer requested subpoena information.
- ssss. Should have a report indicating specific charge information and type of case.
- tttt. Should have a report for Court of Record.
- uuuu. Should have a report for disposition of charges.
- vvvv. Should have a report reflecting hearing status such as a continuation.
- www. Capability to export data to Word, Excel or email.
- xxxx. Provide the ability to associate certain charges on a case with witnesses/victims
- zzzz. Provide the ability to associate certain charges on a case with events (for example court dates)
- aaaa. Note fields should allow unlimited text and provide spell check.
- bbbb. Provide the ability to automate business rules so that common tasks can be configured, then performed with minimal key strokes.
- cccc. Provide a 'Distributed Case Management' feature.
- dddd. Provide the ability to merge duplicate Person records
- eeee. Allow Case types and/or Locations/courts to be changed
- ffff. Provide security at the case type level (certain types of cases only viewable by certain users/groups)
- gggg. Allow cases to be copied to another case type or location/court (bound over).
- hhhh. The system must allow an optical character recognition (OCR) scanner, that allows the county to scan the bar code on the face of the warrants and have system pull the data (names, addresses, etc.) to automatically populate fields.

C. RESPONSIBILITIES OF THE COUNTY

- Shall assist the Vendor by placing at his disposal all available information pertinent to the project.
- Guarantee access to and make all provisions for the Vendor to enter upon public and private property as required for the Vendor to perform his services under this agreement.
- Furnish all required approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- Give prompt written notice to the Vendor whenever the County observes or otherwise becomes aware of any development that affects the scope of Vendor's services.

D. PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the County. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information:

- An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
- A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc.
- A description of the Offeror's understanding of the requirements contained in the Scope of Work
- Capability and functionality of the proposed solution and how it meets the needs of the County.
- Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify all subcontractors/sub-consultants who will work on the project/provide services and define their roles.
- Successes on projects similar in size and scope.
- The timeframe for project implementation and completion.
- A statement of financial status of the firm and cost.
- Three References

E. EVALUATION OF PROPOSALS: SELECTION FACTORS

All proposals meeting the requirements of this RFP shall be reviewed and rated by a County evaluation committee according to the criteria listed below. The County expressly reserves the right to reject all proposals received.

- Experience and qualifications of the key personnel. (25 points)
- Project approach, work plan, timeline, deliverables and project management. (25 points)
- Quality, completeness, and responsiveness of the proposal. (25 points)

- Cost- break out specifics for software licensing, annual support, training and implementation and training. (25 points)

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

Note: Offerors should expect to provide a demonstration of the proposed solution.

G. SPECIAL TERMS AND CONDITIONS

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

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

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice

shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

OWNERSHIP/FOIA: Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

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

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

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

RENEWAL OF CONTRACT: This contract will be for three (3) years and may be renewed by the County for two (2) successive three- year periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal. Written notice of

the County's intention to renew shall be given approximately 30 days prior to the expiration date of each contract period.

CYBER SECURITY AND PRIVACY BREACH INDEMNIFICATION: In the event, there is a breach of confidential or private information from County data due to any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the contract, the Contractor shall indemnify the County, its elected officials, officers employees, and volunteers for all costs associated with the privacy or security breach including the costs of professional external Information Technology services to contain and or terminate the security failure or privacy event, professional external Information Technology services to conduct a forensic investigation to determine cause, and scope of the breach including who may have been affected by the breach, services to research and identify current address information to contact those affected, third party notification services, third party identity theft, and identity restoration insurance and or services, legal services and advices relating to the security failure or privacy event, external communications firm services to provide call center services, press releases, and answer questions related to the breach for those affected, regulatory fines, penalties or assessments levied against the County as a result of the breach including State, Federal, PCI, and, and shall fully indemnify the County for any third party claims resulting on account of loss of or damage to any property or for injuries to or death of any person.

CONFIDENTIAL: Confidential Information may be supplied to the Contractor solely for the purposes of performance under the Contract and Contractor agrees not to use this data for any other purpose or to disclose the data to any third party. Contractor shall be liable for any damages arising from breach of any local, state, or federal confidentiality or privacy laws related to the Contractor's performance under the contract. Contractor shall take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of the contract. This obligation of confidentiality will not apply to information that:

- a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this contract by a party or its employees or agents;
- b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- c. a party receives from a third party who has a right to disclose it to the receiving party; or
- d. is the subject of a court order, subpoena, or other legitimate disclosure request or demand under the Virginia Freedom of Information Act, Va. Code §2.2-3700, et seq. or similar applicable public disclosure laws governing this contract; provided, however, that in the event you receive a public records, subpoena or other similar applicable request or demand, you will give us prompt notice and otherwise perform the functions required by applicable law.
- e. Any violation by Vendor of any provision under this Confidential Information section shall constitute a material breach of this contract, and as such the County reserves the right to terminate the contract immediately without penalty and

pursue any remedies allowed by law to prevent or remedy a breach by the Contractor of its obligations to the Confidential Information section to include injunctive relief.

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

Any Special Terms and Conditions will supersede the below terms and conditions.

A.	<i>VENDORS MANUAL</i>	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/offeree) to perform the services/furnish the goods and the (bidder/offeree) 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/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The County further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the County that such (bidder/offeree) 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 Procurement 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</i> § 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.

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

Firm or Corporation

Professional Services Agreement

This agreement entered into this ___ day of _____ 2024 between the Pittsylvania County Commonwealth's Attorney in **Chatham, Virginia** (hereinafter called **Customer**) and **Software Unlimited Corporation** (hereinafter called **Vendor**).

Whereas, the Customer has the duties and responsibilities as set forth in the Constitutional Laws of the State of Virginia.

Whereas, the Customer may contract with the Vendor to assist carrying out those duties and responsibilities, and

Whereas, the Customer wishes to contract for professional services for a case management software system with Vendor and the Vendor wishes to accept this agreement,

Now therefore, it is agreed as follows:

1. Vendor shall perform the duties as follows and other matters as assigned by the Customer in a professional manner.
2. Customer agrees to accept a personal, nontransferable, non-exclusive license to use the proprietary software products whether in standard or customized forms for the term of this Agreement. Customer agrees not to disclose, publish, release or transfer to another, any Products without first obtaining the written permission of the Vendor.
3. **Software:**
The Customer is contracting for a 13 user Criminal Case Management System for \$32,500.00 and 13 user Document Management software for \$10,400.00 totaling \$42,900.00. The Criminal Case Management system consists of all components listed in the initial quote provided to the Customer including Premium Document Management.
4. **Interfaces:**
The Customer is considering two interfaces.
 - Sungards Record Management System. The initial estimate for this interface is \$4,500.00 for development. An additional \$2,500.00 will be charged for testing and implementation.
 - Jail Management System Data. The initial estimate for this interface is \$5,500.00 for development. An additional \$2,500.00 will be charged for testing and implementation. **** prices may vary based on complexity of interfaces once details are discussed.**

5. Installation:

Criminal Case Management and Premium Document Management Online Client Installation is billed at a rate of \$950 a day for 3 days totaling \$2,850.00.

6. Professional Services:

Vendor shall provide Criminal Case Management and Premium Document Management Professional Services for Pre Project Implementation Meetings and is billed at a rate of \$150 per hour for 3 hrs totaling \$450.00

7. Hosted Server:

If customer decides they want a hosted server, the vendor shall configure and setup a hosted server for the customers for 13 users:

- A one time Setup of Hosting Server is billed at a rate of \$450.00/day for 4 days totaling \$3,800.

8. Microsoft Government Cloud Storage:

Customer has decided to use the County's Microsoft Government Office 365 account for evidence storage. Vendor will not be providing this service per customer's request.

9. Sonix – Transcription Service

Customer has requested transcription capabilities for video and audio files, as needed.

Sonix bills at a rate of \$22.00/month/user for 7 Users totaling \$1848.00 per year plus \$5.00/hr for transcription services based on length of video or audio file transcribed. The transcription services will be billed quarterly and determined by the number of hours used for transcription.

**this fee is dictated by Sonix. If Sonix would increase its prices, this would be passed on to the customers.

10. Training:

Vendor shall provide Criminal Case Management and Premium Document Management:

- Online Preinstall Training at a rate of \$150/hr for 6 hrs totaling \$900.
- Online Training is billed at \$950/day for a six hour day. Vendor shall provide 3 days of online training for a total of \$2850.00
- Onsite Training has been chosen. Onsite training is billed at a rate of \$2000 a day for a six-hour day. Vendor shall provide 4 days of training for a total of \$8000.
- Online Post Install Training at a rate of \$950 a day for 1 day totaling \$950.00

Total Criminal Case Management and Premium Document Management Training \$12,700.00

Vendor shall provide Sonix Training:

- Online training at a rate of \$150/hour for 6 hours, totaling \$900.00.
Total Sonix Training - \$900.00

Total Training: \$13,600.00

11. Annual Support:

- Criminal Case Management Software and Document Management Software Support:
An annual maintenance fee for Software Unlimited Criminal Case Management Software of \$8,320.00 and Premium Document Management of \$2,080.00 per year totaling \$10,400.00 for 13 users.
- Interfaces Annual Support:
An annual maintenance fee for the Sunguard's Record Management System interface of \$1,400.00 and Jail Management System Data interface of \$1,600.00 per year totaling \$3,000.00. This annual fee will be prorated based on the number of months left in the current year after interface is completed and installed for year 1. Then all subsequent years, an annual fee of \$3,000.00 will be due.
- Hosted Server Support and Fees:
Monthly Cloud Server Hosting Fees at \$225.00/month totaling \$2,700/year
Cloud Support per User at a rate of \$6.75/mo totaling \$1053/year
Storage fees for server 1 TB at a rate of \$26.00/mo totaling \$312/year
- Sonix Annual Support:
An annual maintenance fee for Sonix billed at a rate of \$350/year.

It is a warranty against defect or internal system failure. This warranty only covers specific internal flaws of the software and does not extend to damage resulting from the internal flaw, user error or hardware malfunctions. Maintenance fee for Criminal Case Management system and Premium Document Management will begin billing on installation of the software. Maintenance includes phone, e-mail, and web-support for users, incidental troubleshooting, and administrative assistance.

Major rewrites of the application are not considered version upgrades. There may be additional charges for the use of new features that are the result of major rewrites

of the application. Maintenance does not include on-site troubleshooting, support or training. Such additional services will be billed at the normal billing rates.

Tech Support is provided Monday through Friday 7:00 a.m. – 5:00 p.m. central standard time.

Tech support is available in a number of formats, including telephone support, remote assist support using Go To Assist and email support. Regardless of the method by which users contact Vendor's support staff, Vendor endeavors to provide a quick and accurate response to Customer's issue. **These annual support fees are binding for 3 years, after 3 years, customer can provide a 30 day notice of intent to cancel if they choose. Software Unlimited will lock in the pricing for these 3 years with the option to extend services for a 4th year at the same rate. After 4 years, prices are subject to change. **Price lock guarantee does not include services or products that Software Unlimited is not directly in charge of such as storage fees from Hosted Server and Sonix transcription fees.**

12. Pricing Detail:

The Customer shall process and pay the Vendor the payment plan in the initial invoice within thirty (30) days of the Customer’s receipt of the Vendor’s invoice.

Criminal Case Management and Premium Document Management Software:

Software	QTY	UNIT	PRICE PER UNIT	AMOUNT
User Licenses				
Criminal Case Management Software	13	users	\$2,500.00	\$32,500.00
Included with Criminal Case Management Software: Calendaring, Victim Witness Module, Standard Document Management, Grand Jury Tracking, Juvenile Tracking				
Premium Document Management	13	users	\$800.00	\$10,400.00
Total for Software				\$42,900.00
Software Installation				
Client Installs	3	day	\$950.00	\$2,850.00
Total for Installation:				\$2,850.00
Professional Services				
Pre Project Implementation Meetings by hour	3	hrs.	\$150.00	\$450.00
Standard Reports (included with Criminal Case Management System)			No Charge	\$0.00
eDiscovery Setup			Included	\$0.00
Total for Professional Services				\$450.00
Training				
Online Preinstall Training	6	hrs.	\$150.00	\$900.00
Online Training	3	days	\$950.00	\$2,850.00
Onsite Training (includes travel expenses)	4	days	\$2,000.00	\$8,000.00
Online Post Install Training	1	days	\$950.00	\$950.00
Total for Training				\$12,700.00
Total for Software, Install, Professional Services and Training				\$58,900.00

Continued - Criminal Case Management and Premium Document Management Software:

Annual Support					
Criminal Case Management	12	months		\$693.33	\$8,320.00
Unlimited eDiscovery				No charge	\$0.00
Premium Document Management	12	months		\$173.33	\$2,080.00
Total for Annual Support					\$10,400.00
Grand Total for First Year					\$69,300.00
Annual Support					
Criminal Case Management	12	months		\$693.33	\$8,320.00
Unlimited eDiscovery				No charge	\$0.00
Premium Document Management	12	months		\$173.33	\$2,080.00
Total for Annual Support					\$10,400.00
Total Due Every Year Starting Year 2					\$10,400.00
<i>These annual support fees are binding for 3 years, after 3 years, customer can provide a 30 day notice of intent to cancel if they choose. Software Unlimited will lock in the pricing for these 3 years with the option to extend services for a 4th year at the same rate. After 4 years, prices are subject to a 5% increase.</i>					
Optional Upgrades and Services					
Custom Reports Creation - price based on hourly rate	1	hrs.		\$100.00	\$100.00
Document/Forms Conversion (up to 15 Documents/Forms)	15	document		\$25.00	\$375.00
Alternate Pricing Option:					
Optional 3 year Lease to Purchase: After 3 years buyout is \$1					
Three year lease price is based on cost of: Software, Installation, Professional Services and Online Training. Maintenance and Optional Upgrades are not included in the leasing price					
	\$58,900.00		monthly		\$1,915.74
This pricing structure is intended for those offices that don't have the funds up front to purchase our Criminal Case Management System. We understand how valuable our software will be to your office and this allows you to start using it immediately.					
**Final Leasing price will be determined at time of leasing					

If you have any questions about this quote, please contact
June Geddie 877-227-3875 June@SoftwareUnlimitedCorp.com

Hosted Server: (If Chosen)

DESCRIPTION	QTY	UNIT	PRICE PER UNIT	AMOUNT
Cloud Server Hosting Services				
Monthly Cloud Server Hosting Fee - includes daily backups	12	months	\$225.00	\$2,700.00
Cloud Support per User per Month (calculation based on 13 users)	12	months	\$6.75	\$1,053.00
Storage fees for Server 1 TB	12	months	\$26.00	\$312.00
Total for Cloud Hosting Services				\$4,065.00
Setup				
Cloud Server Hosting Configuration	4	days	\$950.00	\$3,800.00
Total for Setup				\$3,800.00
Grand Total for First Year				\$7,865.00
Cloud Server Hosting Services				
Monthly Cloud Server Hosting Fee - includes daily backups	12	months	\$225.00	\$2,700.00
Cloud Support per User per Month (calculation based on 13 users)	12	months	\$6.75	\$1,053.00
Storage fees for Server 1 TB	12	months	\$26.00	\$312.00
Total Due Every Year Starting Year 2				\$4,065.00
<p><i>Hosting Server Service fees are binding for 3 years, after 3 years, customer can provide a 30 day notice of intent to cancel if they choose. Software Unlimited will lock in the pricing for these 3 years with the option to extend services for a 4th year at the same rate. After 4 years, prices are subject to a 5% increase. **Price lock guarantee does not include services or products that Software Unlimited is not directly in charge of such as storage fees from Hosted Server as well as Monthly Cloud Server Hosting Fees.</i></p>				
Optional Upgrades and Services				
Increase Cloud Storage for videos and other large files - 1 TB	12	months	\$26.00	\$312.00

Interfaces: (If Chosen)

Interfaces			
Development			
Interface to SunGuard OSSI's Records Management System (RMS) - pricing will be based on complexity. Software Unlimited has designed and implemented Sunguard/Central Square interfaces successfully in the past.			\$4,500.00
Interface to Jail Management System Data (JMS) - pricing will be based on complexity. Software Unlimited has designed and implemented Sunguard/Central Square interfaces successfully in the past.			\$5,500.00
Total for Interface Development:			\$10,000.00
Implementation & Testing			
Interface to SunGuard OSSI's Records Management System (RMS) - pricing will be based on complexity. Software Unlimited has designed and implemented Sunguard/Central Square interfaces successfully in the past.			\$2,500.00
Interface to Jail Management System Data (JMS) - pricing will be based on complexity. Software Unlimited has designed and implemented Sunguard/Central Square interfaces successfully in the past.			\$2,500.00
Total for Interface Implementation & Testing:			\$5,000.00
Total for Development, Implementation and Testing of Interfaces:			\$15,000.00
Annual Interface Support Due - Starting Upon Completion and Implementation of Interfaces			
Interface to SunGuard OSSI's Records Management System (RMS)			\$1,400.00
Interface to Jail Management System Data (JMS)			\$1,600.00
Total for Annual Support for Interfaces:			\$3,000.00
Grand Total Due Every Year Starting Upon on the Completion and Implementation of Interfaces			\$3,000.00
<i>ONLY Annual Support would be due starting year 2 and every year there after - with a guarantee of no more than a 5% annual support fee increase per year.</i>			
If you have any questions about this quote, please contact June Geddie 877-227-3875 June@SoftwareUnlimitedCorp.com			

Sonix: 7 Users

Transcription Software				
Service Fees (Ongoing Monthly Fees)				
Monthly Service Fee (7 users)	12	months	\$22.00	\$1,848.00
Transcription Hourly Fee (this fee will be billed quarterly and amount is based on the number of hours of transcription used)	1	hour	\$5.00	TBD based on usage
Training (One Time Fee)				
Online training	6	hour	\$150.00	\$900.00
Annual Support (starting year 1 and every year after)				
Annual Maintenance Fee by Software Unlimited	1	year		\$350.00
<p><i>These service fees and annual support fees are binding for 3 years, after 3 years, customer can provide a 30 day notice of intent to cancel if they choose. Software Unlimited will lock in the pricing for 3 years with the option to extend services for a 4th year at the same rate. After 4 years, prices are subject to a 5% increase. **Price lock guarantee does not include services or products that Software Unlimited is not directly in charge of such as ongoing monthly service fees and transcription hourly fee from Sonix.</i></p>				

If you have any questions about this quote, please contact
June Geddie 877-227-3875 June@SoftwareUnlimitedCorp.com

- 13. In all matters relating to this Contract, the Vendor shall act as an Independent Contractor. The Vendor is not an employee of the Customer under the meaning or application of any Federal or State unemployment laws, insurance laws, workers compensation laws, tax laws, or otherwise, including FICA. The Vendor shall receive an IRS Form 1099 for the appropriate tax year(s). At all times the Vendor shall be considered an Independent Contractor and accordingly the Vendor shall pay expenses such as clerical, taxes, etc. as required.

- 14. Special Terms and Conditions from the RFP 20240208 shall be incorporated into this agreement.

THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSAL, AGREEMENT, COMMITMENTS OR REPRESENTATIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT.

This agreement shall be effective with the signatures of those in authority to make this agreement binding.

Dated _____, 2024

Dated _____, 2024

County Administrator
Chatham, Virginia

June Geddie
CEO/President
Software Unlimited Corporation



**BOARD OF SUPERVISORS
EXECUTIVE SUMMARY**

Action Item

Agenda Title:	Solid Waste Freightliner 114SD Plus Purchase Authorization					
Staff Contact(s):	Chris Adcock					
Agenda Date:	June 18, 2024	Item Number:	7.m.			
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td colspan="2">Excel Truck</td> </tr> </table>			1.	Excel Truck	
1.	Excel Truck					
Reviewed By:	JVH					

SUMMARY:

The County's Public Works Department, Solid Waste Division, is requesting the purchase of a Freightliner 114SD Plus. The County's Purchasing Department will be using the Virginia Sheriff's Association's Cooperative Procurement Contract, #24-05-0713, through Excel Truck Group. This is a competitively bid contract that is available for utilization by all local public bodies. For the Board's reference and review, related documentation is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

The cost of the truck is \$146,023, and the cost of the Galberth Roll Off Hoist is \$70,000, for a total of \$216,023.00. Funds are contained in Solid Waste's budget to cover this cost.

RECOMMENDATION:

County Staff recommends the Board award the purchase of the Freightliner 114SD Plus to Excel Truck Group.

MOTION:

"I make a Motion awarding the purchase of the Freightliner 114SD Plus to Excel Truck Group."

Prepared for:
 Connie Gibson
 PITTSYLVANIA COUNTY
 21 North Main St
 Chatham, VA 24531

Prepared by:
 Chris Hofer
 EXCEL TRUCK GROUP
 267 LEE HIGHWAY SOUTH
 ROANOKE, VA 24019
 Phone: 800-849-8823

Q U O T A T I O N

114SD PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK CUM X12 430V HP @ 1900 RPM, 1650 LB-FT @ 1000 RPM, 2000 GOV RPM,VOC ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION CUMMINS-MERITOR MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE HENDRICKSON HAULMAAX EX 46,000# REAR SUSPENSION CUMMINS-MERITOR MFS-20-133A 20,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	20,000# FLAT LEAF FRONT SUSPENSION 114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB 6400MM (252 INCH) WHEELBASE NO FIFTH WHEEL 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI 1425MM (56 INCH) REAR FRAME OVERHANG 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
--	---

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	139,833	\$ 139,833
EXTENDED WARRANTY		\$	6,190	\$ 6,190
DEALER INSTALLED OPTIONS		\$	0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$	146,023	\$ 146,023

TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE		(LOCAL CURRENCY) \$	146,023	\$ 146,023
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.
 Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168
Phone: 800-239-7796

QUOTE

June 5, 2024
Excel Truck Group
Attn: Chris Hofer
Ref: Pittsylvania County

Dear Chris,

CES is pleased to be able to quote you the following:

One (1) Galbreath 60,000 lbs. reeving type Outside Rail Roll-Off Hoist
Model – U5-OR-174, 22' long
48-degree dump angle
Front – automatic nose roller container lock, rear ratchet straps
Main frame – 10"x4"x1/2" A500 tubing
Cylinders: Lift 6"x4.5" rod x 72", reeving 7"x3" rod x 80"
Low pressure hydraulics – 1850 PSI
50-gallon oil tank with filter
Hot Shift PTO with close coupled pump for automatic transmission
Inside air controls, outside levers
Hoist up – in cab – light
Air operated rear folding ICC bumper, back up alarm
Rear light bar with 4" recessed bulbs, 4-red LED, 2-clear regular, LED side markers
Mid body turn signals – LED
Tandem steel fenders
Steel tool box – 48" x 20" x 16"
Work lights on tarper gantry & at rear of hoist
Mud flaps
Rear D.O.T. straps
Huck bolts used in mounting
RP4500SARG Pioneer rack and pinion tarp system with integrated valve section into main control valve
Galbreath warranty – 1 year excluding cable, 2 year hydraulic
Freight, mounting and paint

Budgetary Sales Price for Q4 2024: \$70,000

Delivery: Approx. 60-75 days after receipt of suitable cab/chassis

Accepted by: _____

Date Accepted: _____

We sincerely appreciate the opportunity to submit the above quotation. If we may answer any questions or be of service to you in any way, please do not hesitate to contact us at: 1-800-239-7796.

Sincerely,
Ben Taylor, Carolina Environmental Systems

**Virginia Sheriffs' Association
Heavy Equipment Procurement Program
Contract Award Agreement**

**Heavy Equipment Procurement Program
Bid 24-05-0713**

We are pleased to announce the Virginia Sheriffs' Association (VSA) has successfully completed its statewide competitive award for heavy equipment. All local public bodies are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 24-05-0713 will be effective August 15, 2023 through August 14, 2024.

Congratulations, your company has been included on the Association's price sheet contract controlled by the Virginia Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract, based on your company's bid for Solicitation Number 24-05-0713, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.

Signature of Authorized Representative

Printed Name of Authorized Representative

Contractor/Vendor Name (Please Print)

Date



Signature of VSA Executive Director

John W. Jones

Printed Name of VSA Executive Director

August 15, 2023

Date

Prepared for:
Connie Gibson
PITTSYLVANIA COUNTY
21 North Main St
Chatham, VA 24531

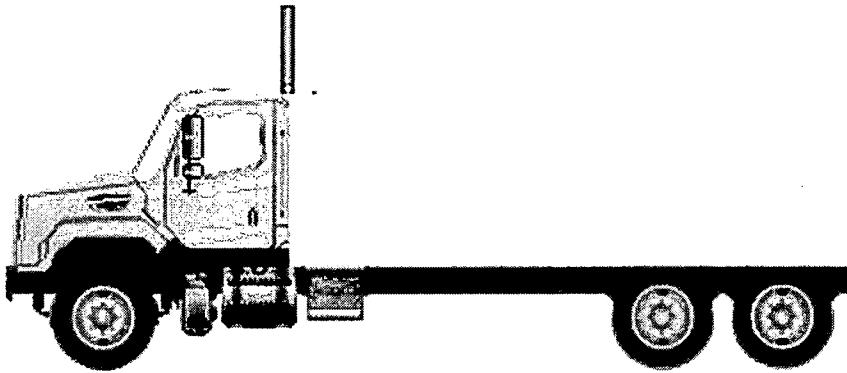
Prepared by:
Chris Hofer
EXCEL TRUCK GROUP
267 LEE HIGHWAY SOUTH
ROANOKE, VA 24019
Phone: 800-849-8823

A proposal for
PITTSYLVANIA COUNTY

Prepared by
EXCEL TRUCK GROUP
Chris Hofer

Apr 29, 2024

Freightliner 114SD Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.9.708
Data Version PRL-28D.040
Pitt Co. Roll-Off Plus 2025MY



04/29/2024 10:41 AM

Page 1 of 21

Prepared for:
 Connie Gibson
 PITTSYLVANIA COUNTY
 21 North Main St
 Chatham, VA 24531

Prepared by:
 Chris Hofer
 EXCEL TRUCK GROUP
 267 LEE HIGHWAY SOUTH
 ROANOKE, VA 24019
 Phone: 800-849-8823

S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
SD PRL-28D (EFF:MY25 ORDERS)		
Data Version		
SPECPRO21 DATA RELEASE VER 040		
Vehicle Configuration		
114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476
2025 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK	480	-480
STRAIGHT TRUCK PROVISION, NON-TOWING		
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
EPA EMISSIONS CERTIFICATION FOR REGISTRATION OUTSIDE CARB STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
NONE		
CONSTRUCTION SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DRY BULK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER LEVEL II WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		

Application Version 11.9.708
 Data Version PRL-28D.040
 Pitt Co. Roll-Off Plus 2025MY



04/29/2024 10:41 AM

Page 2 of 21

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 Connie Gibson
 PITTSYLVANIA COUNTY
 21 North Main St
 Chatham, VA 24531

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 EXCEL TRUCK GROUP
 267 LEE HIGHWAY SOUTH
 ROANOKE, VA 24019
 Phone: 800-849-8823

Description	Weight Front	Weight Rear
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		
Truck Service		
ROLL OFF/ROLL ON BODY MID-ATLANTIC WASTE SYSTEMS		
Engine		
CUM X12 430V HP @ 1900 RPM, 1650 LB-FT @ 1000 RPM, 2000 GOV RPM,VOC	-390	-45
Electronic Parameters		
72 MPH ROAD SPEED LIMIT CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT CUMMINS TRIP INFORMATION REPORTS ENABLED; LEVEL 1: 4 MPH, LEVEL 2: 7 MPH ABOVE ROAD SPEED LIMIT PTO MODE ENGINE RPM LIMIT - 1000 RPM PTO MODE THROTTLE OVERRIDE - LIMIT TO 1000 RPM PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED OR PARK BRAKE NOT APPLIED PTO RPM WITH CRUISE SET SWITCH - 900 RPM PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM PTO MODE CANCEL VEHICLE SPEED - 5 MPH PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND PTO MINIMUM RPM - 700 REGEN INHIBIT SPEED THRESHOLD - 5 MPH PTO 1, DASH SWITCH, ROLLING OPERATION (ENGAGE WHILE PARKED, ROLL IN NEUTRAL AFTER ENGAGEMENT)		
Engine Equipment		
EPA 2010/GHG 2024 CONFIGURATION STANDARD OIL PAN ENGINE MOUNTED OIL CHECK AND FILL SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		

N



Prepared for:
 Connie Gibson
 PITTSYLVANIA COUNTY
 21 North Main St
 Chatham, VA 24531

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 Chris Hofer
 EXCEL TRUCK GROUP
 267 LEE HIGHWAY SOUTH
 ROANOKE, VA 24019
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Description	Weight Front	Weight Rear
(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES BATTERY BOX FRAME MOUNTED STANDARD BATTERY JUMPERS SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN. NON-POLISHED BATTERY BOX COVER POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS CUMMINS NATURALLY ASPIRATED 25.9 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM CUMMINS INTEBRAKE BRAKE WITH HIGH MED LOW BRAKE		
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH 10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP 13 GALLON DIESEL EXHAUST FLUID TANK 100 PERCENT DIESEL EXHAUST FLUID FILL STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING	30	25
NON-POLISHED ALUMINUM DIAMOND PLATE DIESEL EXHAUST FLUID TANK COVER LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION STANDARD DIESEL EXHAUST FLUID TANK CAP ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S) AIR POWERED ON/OFF ENGINE FAN CLUTCH	15	5



Prepared for:
 Connie Gibson
 PITTSYLVANIA COUNTY
 21 North Main St
 Chatham, VA 24531

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 Chris Hofer
 EXCEL TRUCK GROUP
 267 LEE HIGHWAY SOUTH
 ROANOKE, VA 24019
 Phone: 800-849-8823

Description	Weight Front	Weight Rear
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
1500 SQUARE INCH ALUMINUM RADIATOR		
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER	4	
BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	

Transmission

ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	260	100
--	-----	-----

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE



Prepared for:
 Connie Gibson
 PITTSYLVANIA COUNTY
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 Chris Hofer
 EXCEL TRUCK GROUP
 267 LEE HIGHWAY SOUTH
 ROANOKE, VA 24019
 Phone: 800-849-8823

Description	Weight Front	Weight Rear
SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
CUSTOMER INSTALLED CHELSEA 870 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, FRAME MOUNTED		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

CUMMINS-MERITOR MFS-20-133A 20,000# FL 1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	260	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
NON-ASBESTOS FRONT BRAKE LINING		
CONMET CAST IRON FRONT BRAKE DRUMS		
FRONT OIL SEALS		



Prepared for:
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 PITTSYLVANIA COUNTY
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Description	Weight Front	Weight Rear
VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
STANDARD KING PIN BUSHINGS		
TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
POWER STEERING PUMP		
4 QUART POWER STEERING RESERVOIR		
OIL/AIR POWER STEERING COOLER		
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension		
20,000# FLAT LEAF FRONT SUSPENSION	310	
GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
NO FRONT SHOCK ABSORBERS	-30	
Rear Axle and Equipment		
CUMMINS-MERITOR MT-44-14X 44,000# R-SERIES TANDEM REAR AXLE		65
4.11 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
RPL25SD MERITOR MAIN DRIVELINE	100	100
RPL20 MERITOR INTERAXLE DRIVELINE		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES		30
(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD-REAR AND REAR-REAR AXLE VALVE		
INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF		
INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5 MPH OR LESS, DISENGAGE W/IGN OFF OR SPEEDS EXCEEDING 25 MPH		
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		



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Description	Weight Front	Weight Rear
STANDARD BRAKE CHAMBER LOCATION		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR OIL SEALS		
BENDIX EVERSURE LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS		
HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
STANDARD REAR AXLE BREATHER(S)		
Rear Suspension		
HENDRICKSON HAULMAAX EX 46,000# REAR SUSPENSION		120
HENDRICKSON HAULMAAX/ULTIMAAX - 10.50" RIDE HEIGHT		
54 INCH AXLE SPACING		
HENDRICKSON HN, HAULMAAX AND ULTIMAAX SERIES STEEL BEAMS WITH BAR PIN		
STANDARD DUTY FORE/AFT AND HEAVY DUTY TRANSVERSE CONTROL RODS		
DOUBLE REBOUND STRAP - INBOARD AND OUTBOARD		13
REAR SHOCK ABSORBERS - TWO AXLES (TANDEM)		60
Pusher / Tag Equipment		
NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System		
WABCO 4S/4M ABS		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER MOUNTED INBOARD ON LH RAIL		
STEEL AIR BRAKE RESERVOIRS MOUNTED INSIDE RAIL		
PULL CABLES ON ALL AIR RESERVOIR(S)		



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Description	Weight Front	Weight Rear
Trailer Connections		
NO TRAILER AIR HOSE		
NO AIR HOSE HANGER		
NO TRAILER ELECTRICAL CABLE		
Wheelbase & Frame		
6400MM (252 INCH) WHEELBASE		
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	700	120
1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	260	440
1425MM (56 INCH) REAR FRAME OVERHANG FRAME OVERHANG RANGE: 51 INCH TO 60 INCH	20	-80
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 186.42 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 183.42 in		
CALC'D FRAME LENGTH - OVERALL : 338.19 in		
CALCULATED FRAME SPACE LH SIDE : 95.18 in		
CALCULATED FRAME SPACE RH SIDE : 131.3 in		
SQUARE END OF FRAME		
REAR TOW HOOKS		10
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REAR MOST CROSSMEMBER		
HEAVY DUTY SUSPENSION CROSSMEMBER		30
Chassis Equipment		
14 INCH PAINTED STEEL BUMPER	20	
REMOVABLE FRONT TOW/RECOVERY DEVICE, STORED ON CHASSIS FRAME	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
NO MUDFLAP BRACKETS		
NO REAR MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		



Prepared for:
 Connie Gibson
 PITTSYLVANIA COUNTY
 21 North Main St
 Chatham, VA 24531

Prepared by:
 Chris Hofer
 EXCEL TRUCK GROUP
 267 LEE HIGHWAY SOUTH
 ROANOKE, VA 24019
 Phone: 800-849-8823

Description	Weight Front	Weight Rear
CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fifth Wheel		
NO FIFTH WHEEL		
Fuel Tanks		
70 GALLON/264 LITER ALUMINUM FUEL TANK - LH	5	
23 INCH DIAMETER FUEL TANK(S) PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS FUEL TANK(S) FORWARD PLAIN STEP FINISH FUEL TANK CAP(S) ALLIANCE FUEL FILTER/WATER SEPARATOR EQUIFLO INBOARD FUEL SYSTEM HIGH TEMPERATURE REINFORCED NYLON FUEL LINE FUEL COOLER	15	
	10	
Tires		
MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
MICHELIN X MULTI D+ 11R22.5 16 PLY RADIAL REAR TIRES		120
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS		-60
Wheels		
ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS FRONT WHEEL MOUNTING NUTS REAR WHEEL MOUNTING NUTS		104
Cab Exterior		
114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB AIR CAB MOUNTING		



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Description	Weight Front	Weight Rear
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
FRONT FENDERS SET-BACK AXLE		
BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS	10	
LH AND RH GRAB HANDLES		
STATIONARY BLACK GRILLE		
BLACK HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
TUNNEL/FIREWALL LINER		
DUAL 24 INCH ROUND POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	4	
SINGLE ELECTRIC HORN		
DUAL HORN SHIELDS		
REAR LICENSE PLATE MOUNT END OF FRAME		
HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
LED AERODYNAMIC MARKER LIGHTS		
DAYTIME RUNNING LIGHTS		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
RH DOWN VIEW MIRROR		
STANDARD SIDE/REAR REFLECTORS		
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN SHIELDING		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS		
1-PIECE SOLAR GREEN GLASS WINDSHIELD		
8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		

Cab Interior

RUGGED TRIM PACKAGE

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Description	Weight Front	Weight Rear
GRAY & CARBON VINYL INTERIOR "RUGGED" CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
MOLDED PLASTIC DOOR PANEL		
MOLDED PLASTIC DOOR PANEL		
BLACK MATS WITH SINGLE INSULATION		
(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET		
FORWARD ROOF MOUNTED CONSOLE		
LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS		
DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
(2) CUP HOLDERS LH AND RH DASH		
M2/SD DASH		
5 LB. FIRE EXTINGUISHER	10	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
STANDARD LED CAB LIGHTING		
NO SECURITY DEVICE		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 2		
LH AND RH ELECTRIC DOOR LOCKS		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
BASIC ISRI HIGH BACK NON SUSPENSION PASSENGER SEAT		
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	



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Description	Weight Front	Weight Rear
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK VINYL DRIVER SEAT COVER		
BLACK VINYL PASSENGER SEAT COVER		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls		
ELECTRONIC ACCELERATOR CONTROL		
NO INSTRUMENT PANEL-DRIVER		
FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
BRIGHT ARGENT FINISH GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		



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Description	Weight Front	Weight Rear
QUICKFIT PROGRAMMABLE INTERFACE CONNECTORS 1 & 2 BETWEEN SEATS WITH BLUNTCUTS		
ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY		
ELECTRIC ENGINE OIL PRESSURE GAUGE 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
NO OBSTACLE DETECTION SYSTEM		
NO DR ASSIST SYSTEM		
NO VEHICLE STABILITY ADVISOR OR CONTROL		
NO LANE DEPARTURE WARNING SYSTEM		
NO REVERSE PROXIMITY SENSOR		
NO OVERHEAD INSTRUMENT PANEL		
QUICKFIT PROGRAMMABLE INTERFACE MODULE + (8) 20 AMP FUSED RELAYS		
TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
NO AM/FM RADIO ANTENNA		
POWER AND GROUND WIRING PROVISION OVERHEAD		
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
SHARKFIN MULTI-BAND ANTENNA: AM/FM/WEATHERBAND, WIFI/BLUETOOTH, SDAR/SIRIUSXM, GNSS/GPS		
INTEROPERABLE SDAR ANTENNA		



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Description	Weight Front	Weight Rear
STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
DETROIT CONNECT PLATFORM HARDWARE		
TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL		
IGNITION SWITCH CONTROLLED ENGINE STOP		
NO HARDWIRE SWITCH #1		
NO HARDWIRE SWITCH #2		
NO HARDWIRE SWITCH #3		
NO HARDWIRE SWITCH #4		
PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
NO TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
NO WRG/SW-OPTL #2, CHAS, AIR		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT



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Description	Weight Front	Weight Rear
POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
STANDARD BLACK BUMPER PAINT		
STANDARD E COAT/UNDERCOATING		

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	10359 lbs	7156 lbs	17515 lbs
Total Weight ⁺	10359 lbs	7156 lbs	17515 lbs

Extended Warranty

CUM EPA 2017 X12: HD1 5 YEARS / 500,000 MILES / 805,000 KM EXTENDED WARRANTY. FEX APPLIES.

CUM EPA 2017 X12: AT3 5 YEARS / 500,000 MILES / 805,000 KM AFTERTREATMENT. FEX APPLIES.

ALLISON 4500 RDS SERIES TRANSMISSION EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILES FEX

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

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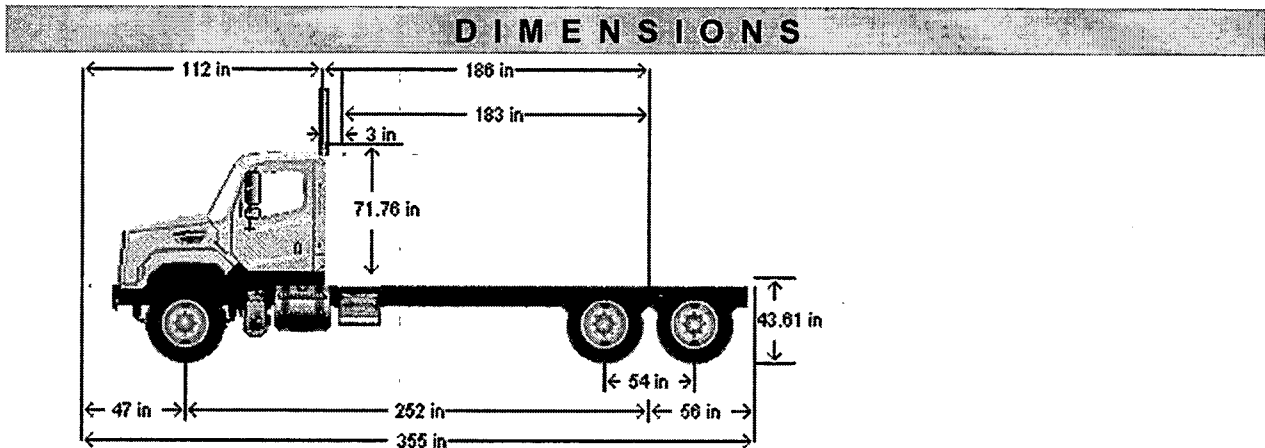
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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	114SD
Wheelbase (545)	6400MM (252 INCH) WHEELBASE
Rear Frame Overhang (552)	1425MM (56 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE

TABLE SUMMARY - DIMENSIONS



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Dimensions	Inches
Bumper to Back of Cab (BBO)	112.2
Bumper to Centerline of Front Axle (BA)	46.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	186.4
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	183.4
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	242.5
Cab Height (CH)	71.8
Wheelbase (WB)	252.0
Frame Overhang (OH)	56.1
Overall Frame Length	338.2
Overall Length (OAL)	354.7
Rear Axle Spacing	54.0
Unladen Frame Height at Centerline of Rear Axle	43.6

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Reappointment: DPCS (<i>Chatham-Blairs District</i>); (<i>Rufus Fuller</i>)		
Staff Contact(s):	Kenneth Bowman		
Agenda Date:	June 18, 2024	Item Number:	7.n.
Attachment(s):	None		
Reviewed By:	JVH		

SUMMARY:

Rufus Fuller ("Fuller") is the current Chatham-Blairs District representative on the Danville-Pittsylvania County Community Services Board ("DPCS"), and his term expires June 30, 2024. Supervisor Bowman desires to reappoint Fuller to the DPCS Board for a four (4)-year term beginning on July 1, 2024, and ending on June 30, 2028.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board follow Supervisor Bowman's recommendation and reappoint Fuller as the Chatham-Blairs District representative on the DPCS Board for a four (4)-year term beginning on July 1, 2024, and ending on June 30, 2028.

MOTION:

"I make a Motion reappointing Fuller as the Chatham-Blairs District representative on the DPCS Board for a four (4)-year term beginning on July 1, 2024, and ending on June 30, 2028."

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Reappointment: Library Board (<i>Tunstall District</i>); (<i>Debra Turner</i>)		
Staff Contact(s):	William Ingram		
Agenda Date:	June 18, 2024	Item Number:	7.o.
Attachment(s):	None		
Reviewed By:	JVH		

SUMMARY:

Debra Turner ("Debra Turner") is the current Tunstall District representative on the County's Library Board and her term expires June 30, 2024. Supervisor Ingram desires to reappoint Turner to the Library Board for a four (4)-year term beginning on July 1, 2024, and ending on June 30, 2028.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board follow Supervisor Ingram's recommendation and reappoint Turner as the Tunstall District representative on the Library Board for a four (4)-year term beginning on July 1, 2024, and ending on June 30, 2028.

MOTION:

"I make a Motion reappointing Turner as the Tunstall District representative on the Library Board for a four (4)-year term beginning on July 1, 2024, and ending on June 30, 2028."

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Action Item

Agenda Title:	Reappointment: Planning Commission (<i>Callands-Gretna District</i>); (<i>Janet Mease</i>)		
Staff Contact(s):	Darrell Dalton		
Agenda Date:	June 18, 2024	Item Number:	7.p.
Attachment(s):	None		
Reviewed By:	JVH		

SUMMARY:

Janet Mease ("Mease") is the current Callands-Gretna District representative on the County's Planning Commission ("PC") and her term expires July 31, 2024. Chairman Dalton desires to reappoint Mease to the PC for a four (4)-year term beginning on August 1, 2024, and ending on July 31, 2028.

FINANCIAL IMPACT AND FUNDING SOURCE:

Not applicable.

RECOMMENDATION:

County Staff recommends the Board follow Supervisor Dalton's recommendation and reappoint Mease as the Callands-Gretna District representative on the PC for a four (4)-year term beginning on August 1, 2024, and ending on July 31, 2028.

MOTION:

"I make a Motion reappointing Mease as the Callands-Gretna District representative on the PC for a four (4)-year term beginning on August 1, 2024, and ending on July 31, 2028."

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS EXECUTIVE SUMMARY

Information Only

Agenda Title:	General Presentations (<i>Board of Supervisors</i>)		
Staff Contact(s):	Kaylyn McCluster		
Agenda Date:	June 18, 2024	Item Number:	8.a.
Attachment(s):	None		
Reviewed By:	JVH		

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



BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Rezoning Case

Agenda Title:	Case R-24-006: Frank Tice; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. The Planning Commission recommended by a 6-0 vote, with no opposition, that the Petitioner's request be granted (Supervisor Tucker).		
Staff Contact(s):	Emily Ragsdale		
Agenda Date:	June 18, 2024	Item Number:	10.a.1.
Attachment(s):	1.	R-24-006 TICE App	
	2.	R-24-006 TICE Map	
Reviewed By:	JVH		

SUMMARY:

In Case R-24-006, Frank Tice ("Petitioner") has petitioned to rezone 2.99 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District (to allow for an accessory structure to be placed on the property). The subject property is located on State Road 796/Coleman Road, in the Banister Election District, and shown on the Tax Maps as GPIN # 2498-53-1013. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On May 7, 2024, the Planning Commission recommended, by a 6-0 vote, with no opposition, that the Petitioner's request be granted. For the Board's review, the County Staff Summary is attached.

FINANCIAL IMPACT AND FUNDING SOURCE:

None.

RECOMMENDATION:

County Staff recommends approval of Case R-24-006 as submitted. The subject property is adjacent to properties currently zoned A-1, Agricultural District, and the rezoning would be consistent with the County's Comprehensive Plan.

MOTION:

"In Case R-24-006, I make a Motion approving the rezoning of 2.99 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for the placement of an accessory structure on the property."

STAFF SUMMARY

<p><u>CASE</u> R-24-006</p>	<p><u>ZONING REQUEST</u> R-1 to A-1</p>	<p><u>CYCLE</u> May 2024/June 2024</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Frank Tice, is requesting to rezone property from R-1, Residential Suburban Subdivision District to A-1, Agricultural District</p> <p>DISTRICT: Banister</p>		<p>PLANNING COMMISSION: May 7, 2024</p> <p>BOARD OF SUPERVISORS: June 18, 2024</p> <p>ADVERTISED: April 24 & May 1, 2024, and May 22 & 29, 2024</p>

SUBJECT

Requested by Frank Tice, to rezone property located on State Road 796/Coleman Road, in the Banister Election District and shown on the Tax Maps as GPIN # 2498-53-1013. The applicant is requesting to rezone 2.99 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for an accessory structure to be placed on the property.

BACKGROUND/DISCUSSION

Frank Tice is requesting to rezone 2.99 acres, from R-1, Residential Suburban Subdivision District to A-1, Agricultural District, to allow for an accessory structure to be placed on the property. The property is currently vacant. Under the R-1, Residential Suburban Subdivision District, zoning classification, an accessory structure cannot be placed on a property without a dwelling. The applicant is proposing to eventually convert the accessory structure to a cabin, but the structure will only be used for storage purposes at this time, requiring the property to be rezoned to allow an accessory structure to be placed on a vacant lot.

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-24-006, submitted by Frank Tice, requesting to rezone 2.99 acres located on State Road 796/Coleman Road, in the Banister Election District and shown on the Tax Maps as GPIN # 2498-53-1013. The subject property is adjacent to properties currently zoned A-1, Agricultural District, and the rezoning would be consistent with the County's Comprehensive Plan.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-24-006 as submitted.
2. Recommend denial of Case R-24-006 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**

Frank Tice, as owner of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Frank Tice
Address: State Road 976 / Coleman Road

2. Location of Property: Coleman Road

Telephone: 540-278-3775

3. Tax Map Number: 2498-53-1013

4. Election District: Banister

Total Amount: \$326.07

Taken By: ESR pd.
Cash

5. Size of Property: 2.99 acres

6. Existing Land Use: Single Family

Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: Accessory Structure

Proposed Zoning: A-1, Agricultural District

8. Are conditions being proffered: Yes X No

9. Check completed items:

<u> X </u> Letter of Application	<u> </u> Site Development Plan or Waiver	<u> X </u> Legal Forms
<u> </u> 11"x 17" Concept Plan	<u> X </u> Application Fee	<u> X </u> List of Adjoining Properties
<u> X </u> Plat Map	<u> </u> Copy of Deed	<u> </u> 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.



Frank Tice

OFFICE USE ONLY

Application Deadline: 03/28/24

Received By: ESR

B.O.S. Meeting Date: 06/18/24

Application No. R-24-006

P.C. Meeting Date: 05/07/24

Date Received: 02/28/24

Action: _____

March 4, 2024

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

Dear Mrs. Ragsdale:

Frank Tice, as owner, would like to apply to the Planning Commission/Board of Supervisors to rezone 2.99 acres, GPIN # 1298-53-1013, located at State Road 976 / Coleman Road, in the Banister Election District.

I am requesting to rezone this parcel from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District to allow for an Accessory Structure to be placed on the property.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Tice", written over a horizontal line.

Frank Tice

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

2.99 acres of land, generally located)
at State Road 976 / Coleman Road within)
the Banister Election District and recorded)
as parcel ID # 2498-53-1013 in the)
Pittsylvania County tax records.)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

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

- (1) The Petitioner is the Owner of the above-referenced parcel.
- (2) The property is presently zoned under the provisions of the Pittsylvania
County Zoning Ordinance as R-1, Residential Suburban Subdivision
District
- (3) Your petitioner now desires to have the property rezoned to A-1,
Agricultural District.

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

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

Respectfully submitted,


Frank Tice



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-24-006 Applicant [Signature] Date 4-8-24

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
2498-43-7595	C/O Larson & McGowin LLC	P.O. Box 1288	Mobile, AL 36633
2498-62-3761	Anthony Salah / Linton Smith & Susan Egan	10127 Cedar Lne	Kensington, MD 20895
2498-53-4524	Timothy Craig	1572 Coleman Road	Java, VA 24565
298-53-0429	Timothy Craig	1572 Coleman Road	Java, VA 24565

S-24-006 Frank Tice

TAX MAP #2498531013
Company Providing Title Insurance: None
Sales Price: \$6,500.00
Assessed Value: \$10,000.00
Prepared by:
Whitaker R. Johnston
VSB # 86831
JONES, JOHNSTON & WHITE, P.C.
20580 Timberlake Road
Lynchburg, Virginia 24502

This deed was prepared without the benefit of a title examination.

THIS DEED, dated this 26th day of February, 2024, by and between **TIMOTHY CRAIG**, party of the first part, (Grantor); and **FRANK ALLEN TICE**, whose address is 1218 Quarterwood Road Montvale, VA 24122, party of the second part, (Grantee):

WITNESSETH:

That for and in consideration of the sum of Five Dollars (\$5.00), cash in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, the party of the first part do hereby grant, bargain, sell, and convey, with General Warranty and English Covenants of Title, unto the party of the second part, in fee simple absolute, the following described real estate, to-wit:

<SEE ATTACHMENT "A">

Given to: Frank A. Tice

WITNESS the following signatures and seals:

Timothy P. Craig (SEAL)
TIMOTHY CRAIG

STATE OF VIRGINIA
COUNTY OF CAMPBELL, TO-WIT:

The foregoing deed was acknowledged before me in my said State and County
this 29th day of FEBRUARY, 2024, by Timothy Craig.



Karen T. Mason
Notary Public

ATTACHMENT "A"

All of that certain tract or parcel of land, together with all improvements thereon and appurtenances thereunto belonging, lying and being situate in Blairs Magisterial District, Pittsylvania County, Virginia, described as Tract B2, containing 2.987 acres, more or less, according to a "Plat of Survey Showing Division of Tract B and Tract E for Louise D. Betterton," dated January 15, 1990, revised February 6, 1990, by E.L. Wilmarth, Land Surveyor, which plat is recorded in the Office of the Clerk of the Circuit Court of Pittsylvania County, Virginia in Map Book 43, page 6A.

It being the same property conveyed unto Timothy Craig, from Kelly Evans and Michael S. Evans, her husband, by Deed dated August 15, 2017, of record in the aforesaid Clerk's Office at Instrument No. 170004700.

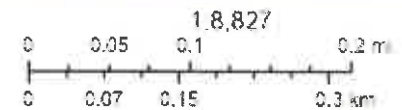
The real estate hereinabove described and conveyed, and the warranties herein contained are expressly subject to all easements, rights of way, conditions, restrictions, and reservations affecting said real estate, whether recorded or unrecorded, or apparent from a visual inspection of the premises.

INSTRUMENT 240000849
RECORDED IN THE CLERK'S OFFICE OF
PITTSYLVANIA COUNTY CIRCUIT ON
FEBRUARY 29, 2024 AT 01:07 PM
\$10.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$5.00 LOCAL: \$5.00
ANGIE R. HARRIS, CLERK
RECORDED BY: JCR

ArcGIS Web Map



3/4/2024, 10:14:03 AM



Esri, NASA, NGA, USGS, FEMA, Sources: Esri, USGS, Esri Community
Map Contributors: Boundless, PGC, VGIN, © OpenStreetMap contributors

PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Rezoning Case

Agenda Title:	Case R-24-008 Sharolli, Inc.; Rezoning from R-1, Residential Suburban Subdivision District, to B-2, Business District, General. The Planning Commission recommended by a 6-0 vote, with no opposition, that the petitioner's request be granted (Supervisor Tucker).						
Staff Contact(s):	Emily Ragsdale						
Agenda Date:	June 18, 2024	Item Number:	10.a.2.				
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>R-24-008 Sharolli App</td> </tr> <tr> <td>2.</td> <td>R-24-008 Sharolli Map</td> </tr> </table>			1.	R-24-008 Sharolli App	2.	R-24-008 Sharolli Map
1.	R-24-008 Sharolli App						
2.	R-24-008 Sharolli Map						
Reviewed By:	JVH						

SUMMARY:

In Case R-24-008, Sharolli, Inc. ("Petitioner"), has petitioned to rezone 0.89 acres from R-1, Residential Suburban Subdivision District, to B-2, Business District, General (*to allow the property to be used for the sales, service, and repair of automobiles*). The subject property is located on U.S. Highway 29 Business, in the Banister Election District, and shown on the Tax Maps as GPIN # 2329-44-1326. Once the property is rezoned to B-2, all uses listed under Pittsylvania County Code § 35-365 are permitted. On May 7, 2024, the Planning Commission recommended, by a 6-0 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-24-008 as submitted. The subject property is adjacent to property currently zoned B-2, Business District, General, and the rezoning would be consistent with the County's Comprehensive Plan.

MOTION:

“In Case R-24-008, I make a Motion approving the rezoning 0.89 acres from R-1, Residential Suburban Subdivision District, to B-2, Business District, General, to allow the property to be used for the sales, service, and repair of automobiles.”

STAFF SUMMARY

<p><u>CASE</u> R-24-008</p>	<p><u>ZONING REQUEST</u> R-1 to B-2</p>	<p><u>CYCLE</u> May 2024/June 2024</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Sharolli, Inc., is requesting to rezone property from R-1, Residential Suburban Subdivision District to B-2, Business District</p> <p>DISTRICT: Banister</p>		<p>PLANNING COMMISSION: May 7, 2024</p> <p>BOARD OF SUPERVISORS: June 18, 2024</p> <p>ADVERTISED: April 24 & May 1, 2024, and May 22 & 29, 2024</p>

SUBJECT

Requested by Sharolli, Inc., to rezone property located on US Highway 29 Business in the Banister Election District and shown on the Tax Maps as GPIN # 2329-44-1326. The applicant is requesting to rezone 0.89 acres, from R-1, Residential Suburban Subdivision District, to B-2, Business District, General, to allow the property to be used for the sales, service, and repair of automobiles.

BACKGROUND/DISCUSSION

Sharolli, Inc, is requesting to rezone 0.89 acres, from R-1, Residential Suburban Subdivision District, to B-2, Business District, General, to allow for the sales, service & repair of automobiles. The property is occupied by a mobile home and a garage and has historically been used as a used car lot. Since the property is zoned R-1, Residential Suburban Subdivision District, the use was considered legal non-conforming. The use was discontinued over two (2) years ago. Pittsylvania County Code § 35-161 states that nonconforming uses are deemed abandoned if the use is discontinued for a period of two (2) or more years. Since neither a used car lot nor a repair shop have been operating on the property in the last two (2) years, the property must be rezoned in order for either use to resume on the property. If the rezoning is denied, only uses permitted under § 35-222 would be permitted.

Once the property is rezoned to B-2, all uses listed under Section 35-365 are a permitted use.

FUTURE LAND USE DESIGNATION

The Comprehensive Plan designates the future land use as Commercial.

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to B-2, Business District, and R-1, Residential Suburban Subdivision District, zoned properties.

SITE DEVELOPMENT PLAN

N/A

RECOMMENDATION

Staff recommends APPROVAL of Case R-24-008, submitted by Sharolli, Inc. requesting to rezone 0.89 acres located on US Highway 29 Business, in the Banister Election District and shown on the Tax Maps as GPIN # 2329-44-1326. The subject property is adjacent to property currently zoned B-2, Business District, General and the rezoning would be consistent with the County’s Comprehensive Plan.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-24-008 as submitted.

2. Recommend denial of Case R-24-008 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**

Linda Sharolli, as owner of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Linda Sharolli
Address: 3360 Highway 29 north Danville, VA 24540

2. Location of Property: US Highway 29 North

Telephone: 703-929-7648

3. Tax Map Number: 2329-44-1326

4. Election District: Banister District

Total Amount: \$317.38

Taken By: _____

5. Size of Property: 0.89 acres

6. Existing Land Use: Single Family

Existing Zoning: R-1, Residential Suburban Subdivision District

7. Proposed Land Use: Vacant

Proposed Zoning: B-2, Business District

8. Are conditions being proffered: _____ Yes X No

9. Check completed items:

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

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


Linda Sharolli

OFFICE USE ONLY

Application Deadline: 03/28/24
Received By: ESR
B.O.S. Meeting Date: 06/18/24

Application No. R-24-008
P.C. Meeting Date: 05/07/24
Date Received: 03/11/24
Action: _____

March 11, 2024


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

Dear Mrs. Ragsdale:

Linda Sharolli, as owner, would like to apply to the Planning Commission/Board of Supervisors to rezone 0.89 acres, GPIN # 2329-44-1326, located at US Highway 29 North, in the Banister Election District.

I am requesting to rezone this parcel from R-1, Residential Suburban Subdivision District, to B-2, Business District to allow for Sales, Service and Repairs of Automobiles on the property.

Sincerely,


Linda Sharolli

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

0.89 acres of land, generally located)
at US Highway 29 North within)
the Banister Election District and recorded)
as parcel ID # 2329-44-1326 in the)
Pittsylvania County tax records.)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

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

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

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

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

Respectfully submitted,


Linda Sharolli



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-24-008 Applicant [Signature] Date 4-15-24

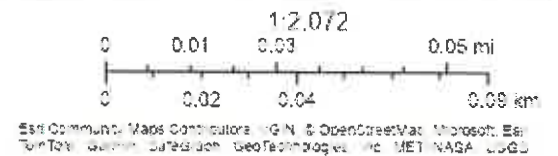
GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
2329-44-2575	Highland Park Baptist Church	3400 U S Highway 29 North	Danville, VA 24540
2329-34-4866	American Armoured Foundation Inc	3401 U S Highway 29 North	Danville, VA 24540

R-24-008 Linda Sharolli

ArcGIS Web Map



3/29/2024 3:03:05 PM



PITTSYLVANIA

COUNTY, VIRGINIA

BOARD OF SUPERVISORS

EXECUTIVE SUMMARY

Rezoning Case

Agenda Title:	Case R-23-017: Gwendolyn Averett; Rezoning from RC-1, Residential Combined Subdivision District, to B-2, Business District, General. The Planning Commission recommended by a 6-0 vote, with opposition, that the Petitioner's request be granted with the proffers offered by the applicant (Supervisor Hite).														
Staff Contact(s):	Emily Ragsdale														
Agenda Date:	June 18, 2024	Item Number:	10.a.3.												
Attachment(s):	<table border="1"> <tr> <td>1.</td> <td>R-23-017 Updated SS</td> </tr> <tr> <td>2.</td> <td>R-23-017 Gwendolyn Averett App</td> </tr> <tr> <td>3.</td> <td>Averett Proffers 2</td> </tr> <tr> <td>4.</td> <td>R-23-017 Gwendolyn Averett Map</td> </tr> <tr> <td>5.</td> <td>R-23-017 Site Plan</td> </tr> <tr> <td>6.</td> <td>R-23-017 Opposition</td> </tr> </table>			1.	R-23-017 Updated SS	2.	R-23-017 Gwendolyn Averett App	3.	Averett Proffers 2	4.	R-23-017 Gwendolyn Averett Map	5.	R-23-017 Site Plan	6.	R-23-017 Opposition
1.	R-23-017 Updated SS														
2.	R-23-017 Gwendolyn Averett App														
3.	Averett Proffers 2														
4.	R-23-017 Gwendolyn Averett Map														
5.	R-23-017 Site Plan														
6.	R-23-017 Opposition														
Reviewed By:	JVH														

SUMMARY:

In Case R-23-017, Gwendolyn Averett ("Petitioner") has petitioned to rezone 1.80 acres from RC-1, Residential Combined Subdivision District, to B-2, Business District, General (*to allow a daycare facility to be operated on the property*). The subject property is located on State Road 732/Little Creek Road, in the Dan River Election District,, and shown on the Tax Maps as GPIN # 2338-33-4895. Once the property is rezoned to B-2, all uses listed under Pittsylvania County Code § 35-365 are permitted. On May 7, 2024, the Planning Commission recommended, by a 6-0 vote, with opposition, that the Petitioner's request be granted, with the proffers offered by the Petitioner. 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-23-017, with the proffers submitted by the Petitioner. The subject property is adjacent to property currently zoned B-2, Business District, General, and the proffers limit the uses to uses compatible with a residential area.

MOTION:

“In Case R-23-017, I make a Motion approving the rezoning of 1.80 acres from RC-1, Residential Combined Subdivision District, to B-2, Business District, General, with the proffers submitted by the Petitioner.”

STAFF SUMMARY

<p><u>CASE</u> R-23-017</p>	<p><u>ZONING REQUEST</u> RC-1 to B-2</p>	<p><u>CYCLE</u> December 2023/January 2024</p>
<p><u>SUBJECT/PROPOSAL/REQUEST</u> Darryl and Gwendolyn Averett are requesting to rezone property from RC-1, Residential Combined Subdivision District, to B-2, Business District, General.</p> <p>DISTRICT: Dan River</p>		<p>PLANNING COMMISSION: December 5, 2023</p> <p>BOARD OF SUPERVISORS: January 16, 2024</p> <p>ADVERTISED: November 22 & 29, 2023 and December 20 & 27, 2023</p>

SUBJECT

Requested by Gwendolyn Averett, to rezone property located on State Road 732/Little Creek Road, in the Dan River Election District and shown on the Tax Maps as GPIN # 2338-33-4895. The applicant is requesting to rezone 1.80 acres, from RC-1, Residential Combined Subdivision District, to B-2, Business District, General, to allow a day care facility to be operated on the property.

BACKGROUND/DISCUSSION

Darryl and Gwendolyn Averett are requesting to rezone 1.8 acres from RC-1, Residential Combined Subdivision District, to B-2, Business District, General, to allow for a day care to be operated on the property. The applicants currently live on the property. The applicant stated that she previously operated a day care out of the residence but was forced to close in 2020. Gwendolyn Averett was requesting to keep approximately twelve (12) children in her home. Pittsylvania County Code defines a “day care” as “any facility or center operated for the purpose of providing care, protection and guidance to a group of five (5) or more children separated from their parents or guardian during a part of the day.” Based on this definition, this use cannot be classified as a home occupation and requires the property to be zoned B-2, Business District, General for this use to be permitted. If the rezoning is approved, all applicable building and fire codes would have to be met prior to operation commencing.

This case was originally heard by the Planning Commission on December 5, 2023; however, at the Planning Commission meeting, the applicants stated that they planned to place an additional structure on the property. Because the original proposal used an existing structure on the property, Staff did not require the applicants to submit a site plan with their application. Since the scope of their proposal changed to include an additional building and the number of children has increased to forty (40), Staff required a site plan be submitted and the application must now go back through the entire process to allow the public adequate time to review and voice their opinion on the current proposal.

Once the property is rezoned to B-2, all uses listed under Section 35-365 are a permitted use.

FUTURE LAND USE DESIGNATION

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

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to A-1, Agricultural District, B-2, Business District, General, and R-1, Residential Suburban Subdivision District, zoned properties.

SITE DEVELOPMENT PLAN

Included.

RECOMMENDATION

Staff originally recommended approval of Case R-23-017, submitted by Darryl and Gwendolyn Averett, requesting to rezone 1.8 acres located off State Road 732/Little Creek Road, in the Dan River Election District and shown on the Tax Maps as GPIN # 2338-33-4895. The subject property is adjacent to properties currently zoned B-2, Business District, General; however, since the original submittal, the scope has expanded to include an additional building on the property and the number of children has increased from twelve (12) to forty (40). The applicants have submitted proffers that are included in the packet.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-23-017 as submitted.
2. Recommend denial of Case R-23-017 as submitted.

ATTACHMENTS:

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

STAFF SUMMARY

<p><u>CASE</u> R-23-017</p> <p><u>ZONING REQUEST</u> RC-1 to B-2</p> <p><u>SUBJECT/PROPOSAL/REQUEST</u> Darryl and Gwendolyn Averett are requesting to rezone property from RC-1, Residential Combined Subdivision District, to B-2, Business District, General.</p> <p>DISTRICT: Dan River</p>	<p><u>CYCLE</u> December 2023/January 2024</p> <p>PLANNING COMMISSION: December 5, 2023</p> <p>BOARD OF SUPERVISORS: January 16, 2024</p> <p>ADVERTISED: November 22 & 29, 2023 and December 20 & 27, 2023</p>	

SUBJECT

Requested by Gwendolyn Averett, to rezone property located State Road 732/Little Creek Road, in the Dan River Election District and shown on the Tax Maps as GPIN # 2338-33-4895. The applicant is requesting to rezone 1.80 acres, from RC-1, Residential Combined Subdivision District, to B-2, Business District, General, to allow a day care facility to be operated on the property.

BACKGROUND/DISCUSSION

Darryl and Gwendolyn Averett are requesting to rezone 1.8 acres from RC-1, Residential Combined Subdivision District, to B-2, Business District, General, to allow for a day care to be operated on the property. The applicants currently live on the property. The applicant stated that she previously operated a day care out of the residence but was forced to close in 2020. Gwendolyn Averett is requesting to keep approximately twelve (12) children in her home. Pittsylvania County Code defines a “day care” as “any facility or center operated for the purpose of providing care, protection and guidance to a group of five (5) or more children separated from their parents or guardian during a part of the day.” Based on this definition, this use cannot be classified as a home occupation and requires the property to be zoned B-2, Business District, General for this use to be permitted. If the rezoning is approved, all applicable building and fire codes would have to be met prior to operation commencing.

Once the property is rezoned to B-2, all uses listed under Section 35-365 are a permitted use.

FUTURE LAND USE DESIGNATION

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

ZONING AND CURRENT USE OF SURROUNDING PROPERTIES

Adjacent to A-1, Agricultural District, B-2, Business District, General, and R-1, Residential Suburban Subdivision District, zoned properties.

SITE DEVELOPMENT PLAN

N/A

RECOMMENDATION

Staff recommends APPROVAL of Case R-23-017, submitted by Darryl and Gwendolyn Averett, requesting to rezone 1.8 acres located off State Road 732/Little Creek Road, in the Dan River Election District and shown on the Tax Maps as GPIN # 2338-33-4895. The subject property is adjacent to properties currently zoned B-2, Business District, General.

PLANNING COMMISSION OPTIONS:

1. Recommend approval of Case R-23-017 as submitted.
2. Recommend denial of Case R-23-017 as submitted.

ATTACHMENTS:

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

**PITTSYLVANIA COUNTY
APPLICATION FOR REZONING**

Darryl & Gwendolyn Averett, as owners of the below described property, hereby apply to the Pittsylvania County Board of Supervisors to amend the Pittsylvania County Zoning Maps as hereinafter described:

1. Property Owner's Name: Darryl & Gwendolyn Averett
Address: 913 Little Creek Road, Ringgold, VA 24586

2. Location of Property: State Road 732/Little Creek Road

Telephone: 434-203-1101

3. Tax Map Numbers: 2338-33-4895

4. Election District: Dan River

Total Amount: \$531.99

Taken By: ESR cash

5. Size of Property: 1.8 acres

6. Existing Land Use: Single-family dwelling

Existing Zoning: RC-1, Residential Combined Subdivision District

7. Proposed Land Use: To allow for a daycare

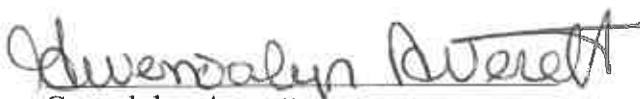
Proposed Zoning: B-2, Business District General

8. Are conditions being proffered: Yes X No

9. Check completed items:

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

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


Gwendolyn Averett

OFFICE USE ONLY

Application Deadline: 10/26/23

Received By: ESR

B.O.S. Meeting Date: 01/16/24

Application No. R-23-017

P.C. Meeting Date: 12/05/23

Date Received: 10/17/23

Action: _____

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

1.8 acres of land, generally located)
on State Road 732/Little Creek Road within)
the Dan River Election District and)
recorded as parcel ID # 2338-33-4895)
in the Pittsylvania County tax recrds)

PETITION

TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:

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

- (1) The Petitioners are the Owners of the above-referenced parcel.
- (2) The property is presently zoned under the provisions of the Pittsylvania County Zoning Ordinance as RC-1, Residential Combined Subdivision District.
- (3) Your petitioners now desire to have the property rezoned to B-2, Business District General.

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

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

Respectfully submitted,


Gwendolyn Averett

November 16, 2023

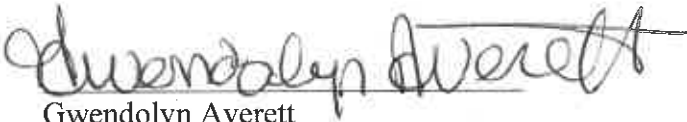
Mrs. Emily Ragsdale
Director of Community Development
P. O. Drawer D
Chatham, VA 24531

Dear Mrs. Ragsdale:

Darryl & Gwendolyn Averett, as owners, would like to apply to the Planning Commission/Board of Supervisors to rezone 1.8 acres, GPIN # 2338-33-4895, located on State Road 732/Little Creek Road, in the Dan River Election District.

We are requesting to rezone this parcel from RC-1, Residential Combined Subdivision District, to B-2, Business District General to allow for a daycare.

Sincerely,


Gwendolyn Averett



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 B-23-017 Applicant [Signature] Date 11-21-2023

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
2338-45-0275	BARKER, MICHAEL T	1235 LITTLE CREEK RD	RINGGOLD, VA 24586
2338-33-5749	RICHARDSON, GERALINE ET ALS	1005 LITTLE CREEK RD	RINGGOLD, VA 24586
2338-33-4719	MANGUM, PERCY	897 LITTLE CREEK RD	RINGGOLD, VA 24586
2338-43-4672	TATE, JASON W SR	1661 LITTLE CREEK RD	RINGGOLD, VA 24586
2338-43-2279	WATKINS & WATKINS LLC	301 PINEVIEW DR	RINGGOLD, VA 24586

R-23-017 GWENDOLYN AVERETT

STATE OF VIRGINIA
COUNTY OF PITTSYLVANIA

BEFORE THE PITTSYLVANIA COUNTY BOARD OF SUPERVISORS

RE: CASE: R-23-017; Gwendolyn Averett

Rezone the property from RC-1, Residential Combined Subdivision District, to B-2, Business District, General to use the existing house as a child day care center, located on 1.80 acres located on State Road 732/Little Creek Road, shown on the Tax Maps as GPIN # 2338-33-4895.

PROFFER OF CONDITIONS:

We, Darryl Averett and Gwendolyn Averett, hereby voluntarily proffer to the Pittsylvania County Board of Supervisors to restrict the above-referenced property to the following conditions:

1. We will not use the above-referenced property for any from all uses list under the B-2 zoning district, with the exception of child day care and those also permitted by right under the RC-1 zoning district. This proffer shall run with the land.
2. Any other uses, other than child day care and the uses permitted by right in RC-1, Residential Combined Subdivision District, will require a new petition with a Public Hearing and recommendation by the Planning Commission and a Public Hearing and approval by the Board of Supervisors.

Respectfully submitted:

Darryl Averett Sr 05/06/2024
Darryl Averett Date

Sworn to and subscribed before me, in my presence
this 6th day of May, 2024. A Virginia Notary Public. In and for
Pittsylvania County
County/City.
Laura Lewis Notary Public
My commission expires 6-30-2028.

Gwendolyn Averett 05/06/2024
Gwendolyn Averett Date

Sworn to and subscribed before me, in my presence
this 6th day of May, 2024. A Virginia Notary Public. In and for
Pittsylvania County
County/City.
Laura Lewis Notary Public



ArcGIS Web Map



7/10/2023, 11:03:44 AM

Virginia Cities and Counties

County

Tax Parcels (All)

Assessed Parcels

Assessed Parcels Labels

Addresses

Route Numbers

Streets

ALL OTHER

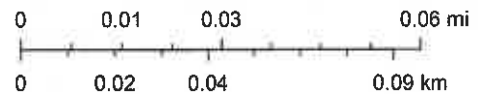
Zoning Districts

Agricultural

Business, General

Residential Combined Subdivision

1:2,257



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CONCEPT PLAN
NOT TO SCALE

PARCEL INFORMATION

OWNERS OF PARCEL:
GWENDOLYN & DARRYL AVERETT

① PARCEL ID: 2338-33-4895 - 1.8 AC.

SITE ADDRESS: 913 LITTLE CREEK RD.
RINGGOLD VA 24586
DAN RIVER
MAGISTERIAL DISTRICT

PROPOSED SCOPE OF WORK:

EXISTING BUILDING TO BE USED FOR A CHILD DAYCARE CENTER.
THE CENTER WILL ACCOMMODATE APPROXIMATELY 40 CHILDREN.
DAYCARE AND AFTER-SCHOOL CARE WILL BE PROVIDED.

ZONING

EXISTING ZONE CODE:
RC-1 RESIDENTIAL COMBINED
SUBDIVISION DISTRICT

ZONE CODE CHANGE REQUEST:
B-2 BUSINESS DISTRICT GENERAL

NOTE: AERIAL IMAGE PROVIDED BY THE
PITTSYLVANIA COUNTY GIS WEBSITE.

Wendy Bryant-Cook
DRAFTING BY DESIGN
PHONE: 434-489-4781
wendy.draftingbydesign@gmail.com

PROPOSED CONCEPT PLAN FOR:
GWENDOLYN & DARRYL AVERETT
913 LITTLE CREEK RD.
RINGGOLD VA 24586
MOBILE: 434-203-1101

SHEET	SK-1 of 1
DATE	FEB. 19, 2024
FILE	2024-08
SCALE	NOT TO SCALE

December 5, 2023
1661 Little Creek Road
Ringgold, Virginia 24586

Pittsylvania County Planning Commission
53 Main Street
Chatham, Virginia 24531

RE: Rezoning Application #R-23-017

To All Members of Planning Commission:

My name is Shelby Tate, and I am from the Dan River District.

My late husband, Jason Tate and I own property at 1004 Little Creek Road and 968 Little Creek Road, Ringgold, Virginia

Our property is across the road from Mr. and Mrs. Averett, and I have known Mr. Averett for several years.

They have operated a day care center for years at this location until Covid and Mr. Averett's illness. I thought they had resumed operations earlier this year.

The first concern is there seems to be some discrepancy in the acreage. The first notice I received in July 2023, same application number showed 1.8 acres. This application was later discontinued. This last notice shows same rezoning number and location but shows 3.0 acres.

My second concern with the rezoning of the property across the street is the classification of the rezoning.

My letter from Pittsylvania County Community Development only states a rezoning application has been filed. However, I have since determined from the agenda it is to be rezoned from R-1 Residential Combined Subdivision District to B2 Business District, General.

Will this allow other businesses to occupy this property besides daycare or will it be limited to daycare?

Could they apply for a special use permit, and would this limit this property to only be used for the purpose of daycare?

As I understand from your internet site, and I quote:

"Once the Board of Supervisors approves the rezoning, it is valid until the next time it is changed by the Board of Supervisors. A rezoning runs with the property, not the owner, thus remains valid even after changes in property ownership."

Since this is the case, I would like to ask if the Averetts can and would be willing to make a proffer that would ensure that nothing besides daycare would be on this property and if transferred or sold the rezoning ordinance would be relinquished.



Thank you,
Shelby Tate



Going west on Little Creek Road – incline – 913 Little Creek Road (Averett) is on the right. 1004 Little Creek Road is on the left. (Tate)



1004 Little Creek Road (10+ acres) directly across from Averett home.



968 Little Creek Road - Another photo of the balance of property (Tate)