



**BOARD OF SUPERVISORS  
BUSINESS MEETING  
Tuesday, September 17, 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 August 2024 Bill List Approval (Staff Contact: Kim VanDerHyde)
  - c. Resolution # 2024-09-01 Adoption (*Laurel Grove Fire & Rescue Tax Exempt Financing Utilization Authorization*); (Staff Contact: Kim VanDerHyde)
  - d. Resolution # 2024-09-02 Adoption (*After-School Childcare Pilot Program Authorization/Endorsement*); (*Kentuck Elementary School*); (Staff Contact: Dave Arnold)
  - e. Potential Wells Road Abandonment Notice (*Lot 9; Jasper Woods Road*); (Staff Contact: Vaden Hunt)
  - f. Landfill Tipping Fee Waiver Approval (*County-Wide Fall Cleanup*); (Staff Contact: Kenneth Bowman)
  - g. Potential Reduction to the McMann Family Subdivision Exemption 15-Year Restriction (*GPIN # 2409-28-4344*); (Staff Contact: Emily Ragsdale)
  - h. RBW Local Performance Agreement Execution Approval (Staff Contact: Matthew Rowe)
  - i. Revised ODAC Lease Approval (Staff Contact: Vaden Hunt)

- j. FY 2025 Capital Improvements Project List Approval (Staff Contact: Kim VanDerHyde)
- k. Certificate of Excellence Approval (*Jackson Wethington*); (Staff Contact: Murray Whittle, Kenneth Bowman)

**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-24-015 Gary Durham; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. (*Supervisor Dalton*); (Staff Contact: Emily Ragsdale)
- 2. Case R-24-013: Brett and Erin Tooley; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. (*Supervisor Hite*); (Staff Contact: Emily Ragsdale)

b. **Other Public Hearings**

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

1. FY 2025 County Budget Adjustments Public Hearing (Staff Contact: Kim VanDerHyde)

11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**
13. **MATTERS FROM WORK SESSION (IF ANY)**
14. **BOARD MEMBER REPORTS**
15. **COUNTY ADMINISTRATOR REPORTS**
16. **ADJOURNMENT**

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Board Meeting Minutes Approval		
<b>Staff Contact(s):</b>	Kaylyn McCluster		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.a.
<b>Attachment(s):</b>	1.	08-20-2024 Work Session - DRAFT	
	2.	08-20-2024 Business Meeting - DRAFT	
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

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

- (1) 08/20/24 (Work Session); and
- (2) 08/20/24 (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**

**August 20, 2024**

**VIRGINIA:** The Pittsylvania County Board of Supervisors' ("Board") Work Session was held on August 20, 2024, in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia 24531.

**CALL TO ORDER (3:30 PM)**

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

**ROLL CALL**

The following Board Members were present:

Darrell W. Dalton - 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

**AGENDA ITEMS TO BE ADDED**

Motion to remove Berry Hill Connector Road Naming from item 8(c), Closed Session.

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

Motion to remove Active 911 from item 8(c), Closed Session, and postpone this item for discussion at the September Work Session, unless something is worked out before then.

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

**APPROVAL OF AGENDA**

Motion to approve Agenda.

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

**PRESENTATIONS**

**a. County Broadband Project Update**

Rob Taylor, from RiverStreet Networks, presented an update to the Board regarding the County Broadband Project. There are 4,798 service areas available and there are 760 customers currently installed, which is an increase of 148 locations since June 2024. His full presentation can be found on the County's website at [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).

**b. DPCS Performance Contract Update**

Jim Bebeau, DPCS Director, presented the updated Performance Contract to the Board. To continue receiving state-controlled funds, Community Service Boards must have their Performance Contracts approved or renewed by the governing body of each city or county that established them, as well as by the Department, on or before September 30th.

**STAFF, COMMITTEE, AND/OR CONSTITUTIONAL OFFICER REPORTS**

**a. Mass Zoning Ordinance Revisions Update**

Emily S. Ragsdale, Community Development Director, presented proposed changes to the mass Zoning Ordinance rewrite project, including updates on campground regulations and flag signs. She explained the rationale behind the changes, including the addition of feather flags to the definition of temporary signs. Ragsdale clarified that the changes would not regulate the size of flag signs but would regulate setbacks and height restrictions. Bowman and Ingram express concerns about the impact on campgrounds and the need for leniency in certain situations, and Ragsdale reassures them that the changes are designed to ensure compliance without making judgment calls in specific cases

**b. FY 2024 County Budget Amendments and Year-End Update**

Kim G. Van Der Hyde, Finance Director, presented the FY 2024 County Budget Amendments, explaining the need to adjust figures for School money and other carryover funds. Bowman inquired about other Departments' wish lists for additional funds, and Van Der Hyde mentioned the need for a Finance Committee meeting to review these requests. Van Der Hyde then provided an overview of the year-end County Budget, including major tax revenues and expenditures, and the unassigned fund balance, and she discusses the importance of maintaining a sufficient unassigned fund balance to address natural and manmade disasters and budget fluctuations. Her presentation can be found on the County's website at [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).

**CLOSED SESSION**

Motion to enter Closed Session.

The Board entered Closed Session at 4:50 PM.

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

**a. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.**

(1) **Legal Authority:** Virginia Code § 2.2-3711(A)(3)  
**Subject Matters:** Potential Real Property Acquisition for Public Purpose (Town of Chatham Property; Berryhill Property)  
**Purpose:** Review/Discussion Regarding the Same

**b. 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 Search/Next Steps  
**Purpose:** Review/Discussion of Related Next Steps

**c. Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel.**

(1) **Legal Authority:** Virginia Code § 2.2-3711(A)(8)  
**Subject Matters:** ODAC Lease  
**Purpose:** Consultation with Legal Counsel/Legal Advice and Discussion Regarding the Same

**RETURN TO OPEN SESSION & CLOSED SESSION CERTIFICATION**

The Board returned to Open Session at 6:41 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 August 20, 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.

	<b><u>Vote</u></b>
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 6:42 PM.

DRAFT



**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS'**  
**BUSINESS MEETING**

**August 20, 2024**

**VIRGINIA:** The Pittsylvania County Board of Supervisors' ("Board") Business Meeting was held on August 20, 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 Resolution # 2024-08-04, Berry Hill Road Naming, to the Agenda under New Business.

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

**CONSENT AGENDA**

Motion to approve Consent Agenda.

**RESULT:** 7-0 (Approve)

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

- a. Board Meeting Minutes Approval
- b. County's July 2024 Bill List Approval
- c. Resolution # 2024-08-01 Adoption (*Honoring Mike Neal's Retirement; Ringgold Fire & Rescue Chief*)
- d. Resolution # 2024-08-02 Adoption (*Honoring Herbert Jesse Yeatts; 50 Years of Service, Gretna Fire & Rescue*)
- e. Resolution # 2024-08-03 Adoption (*Honoring Dorothy Mae Burton Neals*)
- f. Certificate of Excellence Adoption (*Dan River High School Varsity Baseball*)
- g. Revised Town of Chatham/County Master Water/Sewer Agreement Execution Approval
- h. County/Speyside Local Performance Agreement Execution Approval
- i. FY 24/25 DPCS Performance Contract Agreement Approval
- j. Grant Appropriations Approval (3); (*VA Rules Summer Camp Grant; DCJS Witness Protection Grant; J.T. Minnie Maude Public Safety Grant*)
- k. Appointment: Beautification Committee (*Staunton River District; Judy Simpson*)
- l. Appointment: Dan River ASAP Board (*Full Board Appointment*); (*Heidi Jones*)

### **PRESENTATIONS**

The Board presented Resolutions to Mike Neal, Herbert Jesse Yeatts, and Dorothy Mae Burton, and a Certificate of Excellence to Dan River High School's Varsity Baseball Team.

### **HEARING OF THE CITIZENS**

Kathy Ramsey, Banister District, expressed concerns about economic development in the Banister District and the lack of a convenience market.

Marie Souser, Staunton River District, shared her concerns about the maintenance and issues she is experiencing at Worley Court.

Jim Scarce, Westover District, shared his concerns regarding the code of conduct and criticized the Board for not holding members accountable for violating their Oath of Office.

Ben Meeks, Callands-Gretna District, thanked the Board for their support of Fire and Rescue services and highlighted the challenges and achievements of local EMS agencies, such as the new drug box requirements. He stated he is proud of the work that has been done together, and thanked the Board for approving the funds that help the agencies complete this process.

Vanessa Scarce, Westover District, shared her concerns regarding the treatment of her husband, who was led away by law enforcement for speaking his mind during a public hearing. She criticized current Board members for remaining silent during the incident when her husband's First Amendment rights were violated. She stated that she hopes future generations will do better and that the issue can be put behind them. She also urged every American to reflect on the true meaning of freedom, warning that the nation's future is at stake.

**PUBLIC HEARINGS**

**Rezoning Public Hearings**

**1. Case R-24-013: Brett and Erin Tooley; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. (Supervisor Hite)**

In Case R-24-013, Brett and Erin Tooley (“Petitioners”) have petitioned to rezone 3.85 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, *(to allow a private recreational facility (event space) to be operated on the property)*. The subject property is located on State Road 992/Homestead Trail, in the Dan River Election District, and shown on the Tax Maps as GPIN #s 2440-66-8572 and 2440-76-0545. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On June 4, 2024, the Planning Commission postponed this Rezoning Application to allow the Petitioners time to draft Proffers to be offered with the Rezoning Application. The Petitioners have offered Proffers that were included in the Agenda Packet. On July 2, 2024, the Planning Commission recommended by a 6-0 vote, with opposition, that the Petitioners' request be granted with the Proffers offered by the Petitioners.

Dalton opened the Public Hearing at 8:17 PM. Erin Tooley was present to represent the Petition.

Daniel Gusler, 741 Homestead Trail, opposed the rezoning, citing concerns about privacy, noise, traffic, and property values.

Debra Dockery, 692 Homestead Trail, shared her opposition to this rezoning and expressed concerns about the impact on the quiet neighborhood and the potential for larger events.

Dalton closed the Public Hearing at 8:24 PM.

Motion to deny rezoning request by Hite, seconded by Ingram.

There was discussion about the Tooley’s having conversations with their neighbors and attempting to reach an agreement.

Substitute Motion to postpone this item until next month's Board Business Meeting.

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

**Other Public Hearings**

**1. FY 2024 County Budget Amendments**

Annually, Departmental/Fund Budgets are reviewed to determine if sufficient Budget amounts exist to cover expenses until year-end. Most of these items are bookkeeping entries required by the County’s Auditors. The list included in the packet shows the amount needed/requested and the reason for the need/request. Said list also contains suggested appropriations for year-end, as well

as the categorical changes requested by the School Board. This list was circulated to all Board members via the Friday Update and has been duly advertised in *The Chatham Star Tribune*.

Dalton opened the Public Hearing at 8:44 PM. No one signed up to speak and Dalton closed the Public Hearing at 8:44 PM.

Motion approving the FY 2024 County Budget Amendments as presented.

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

**NEW BUSINESS**

**a. Resolution # 2024-08-04, Berry Hill Road Naming**

Ingram introduced Resolution # 2024-08-04 to name a portion of the Berry Hill Connector Road in honor of Sherman Saunders and Coy Harville. Tucker stated he supports the Resolution, highlighting the contributions of the honorees to the community and the importance of honoring their service.

Motion to adopt Resolution # 2024-08-04 in support of naming and renaming the new connector road and the Berry Hill Road to the Harville/Saunders Parkway.

Substitute Motion by Bowman to table this item until the September Board Meeting to allow the public and the Board time to digest. Motion failed for lack of a Second.

Motion to adopt Resolution # 2024-08-04 in support of naming and renaming the new connector road and the Berry Hill Road to the Harville/Saunders Parkway.

**RESULT:** 6-1 (Approve)  
**MOVER:** Ingram  
**SECONDER:** Whittle  
**AYES:** Dalton, Tucker, Dudley, Hite, Ingram, Whittle  
**NAYS:** Bowman  
**ABSTAIN:** None

**BOARD MEMBER REPORTS**

- Hite thanked everyone for coming out and supporting those who were recognized at the meeting.
- Tucker thanked the Chairman, County Staff, and constituents for their work and encouraged others to reach out via contact information available on the county website. He explained that decisions about placing large stores like Sam's or Walmart are based on economic feasibility, not politics. These decisions rely on factors like population density

and traffic flow to ensure the store's success. Tucker stated he is open to discussing economic developments for the Banister District but emphasizes that any plans must be financially viable for investors.

- Dudley thanked the Chairman, colleagues, and attendees, acknowledging that, while discussions can be contentious, the Board must remain focused on business. He highlighted a resident, Ms. Souser, for her persistence in addressing an issue with a road she has maintained on her own for years, despite others damaging it. He expressed hope that the problem can be resolved in the future and commended Ms. Souser for her dedication. Dudley also reflected on the challenges of decision-making, expressing gratitude for everyone's patience and participation.
- Whittle thanked everyone for attending, thanked the Board and County Staff for their support, and wished everyone a great evening.
- Bowman recapped attending several events, including economic development training and the annual Tomato Festival. There were two (2) Beautification Committee Meetings held in preparation for the Fall countywide cleanup on October 5, 2024, noting plans to waive landfill tipping fees for certain items. Cleanup events will take place at various District locations, with a challenge for Board Members to participate. Prizes will be awarded in November. Bowman also attended local community events, met with Virginia's Lieutenant Governor, and reminded the public of a mass casualty training exercise on August 23, 2024. He thanked first responders and wished everyone a safe Labor Day weekend.
- Ingram acknowledged the recognition of deserving individuals, including Ms. Neals and the Dan River High School baseball team. He emphasized the importance of volunteers, particularly fire and rescue workers, who sacrifice their time without compensation. He also recognized Mike Neal and Herbert Jesse Yeatts for their contributions and restated his support for volunteers.
- Dalton agreed with previous comments and thanked everyone for attending. He recognized Mike Neal, Herbert Jesse Yeatts, Ms. Dorothy Neals, and the Dan River High School baseball team, highlighting their positive impact on the community. He also stated that he attended the Open House at Hammock's Dairy and shared about the family's hard work and the quality of their dairy products. He expressed pride in having the Dairy in his District and encouraged others to support local dairies. Dalton wished everyone a safe journey home and looks forward to meeting again next month.

### **COUNTY ADMINSTRATOR REPORT**

Shorter thanked first responders, including Fire and Rescue, the Sheriff's Department, Public Safety, and Public Works, as well as other employees, for their efforts during Tropical Storm Debbie.

### **ADJOURNMENT**

Dalton adjourned the Meeting at 9:18 PM.

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	County's August 2024 Bill List Approval		
<b>Staff Contact(s):</b>	Kim VanDerHyde		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.b.
<b>Attachment(s):</b>	None		
<b>Reviewed By:</b>	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 August 2024 Bill List is found at the below link:

<https://weblink.pittgov.net/WebLink/Browse.aspx?id=509143&dbid=0&repo=PittGovDocs>

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

### **RECOMMENDATION:**

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

### **MOTION:**

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

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Resolution # 2024-09-01 Adoption ( <i>Laurel Grove Fire &amp; Rescue Tax Exempt Financing Utilization Authorization</i> )		
<b>Staff Contact(s):</b>	Kim VanDerHyde		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.c.
<b>Attachment(s):</b>	1.	Laurel Grove Fire Department-TAX EXEMPT USE	
	2.	Laurel Grove Tax Exempt Request Documentation	
<b>Reviewed By:</b>	JVH		

### **SUMMARY/FINANCIAL IMPACT AND FUNDING SOURCE:**

Laurel Grove Volunteer Fire & Rescue ("Laurel Grove") recently requested to use the County's Tax Exempt ten million-dollar (\$10,000,000.00) allocation allowed under the United States Internal Revenue Service ("IRS") Code § 265B3. Laurel Grove held a Public Hearing on September 5, 2024, on the potential tax-exempt financing of a 2024 BME Extreme Tactical Brush Truck for public purpose and use for an amount not to exceed \$215,000 as per the IRS Code. After said Public Hearing, the Laurel Grove Board of Directors passed the attached Resolution to officially request to use a portion of the County's tax-exempt allocation for the above-referenced purpose. The Board is now required to pass attached Resolution # 2024-09-01 supporting Laurel Grove's utilization of this tax-exempt financing.

### **RECOMMENDATION:**

County Staff recommends the Board adopt attached Resolution # 2024-09-01 to support Laurel Grove's utilization of a portion of the County's tax-exempt allocation in an amount not to exceed \$215,000, for the purpose of financing the purchase of a 2024 BME Extreme Tactical Brush Truck.

### **MOTION:**

"I make a Motion adopting Resolution # 2024-09-01 as attached and presented."



**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
RESOLUTION # 2024-09-01**

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**RESOLUTION SUPPORTING LAUREL GROVE FIRE AND RESCUE'S  
UTILIZATION OF TAX-EXEMPT FINANCING**

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**VIRGINIA:** At a meeting to the Pittsylvania County Board of Supervisors (“Board”) on Tuesday, August 20, 2024, at the Board Meeting Room, 39 Bank Street, Chatham, Virginia 24531, the following Resolution was presented and adopted:

**WHEREAS,** the Board, under the United States Internal Revenue (“IRS”) Code, receives a ten (10) million-dollar allocation for tax exempt bonds each year beginning January 1; and

**WHEREAS,** said tax-exempt bonds cover boards, agencies, and commissions serving under or at the Board’s authorization; and

**WHEREAS,** Laurel Grove Fire and Rescue (“Laurel Grove”) is an authorized Volunteer Fire Department identified in Pittsylvania County Code §§ 31-2.1 and 31.2a; thereby, authorizing it to participate in tax-exempt financing for equipment utilized by it for a public use; and

**WHEREAS,** Laurel Grove desires to utilize tax-exempt bonds in an amount not to exceed \$215,000.00, for public purpose and use, the purchase of one (1) 2024 BME Extreme Tactical Brush Truck; and

**WHEREAS,** Laurel Grove held a public hearing on September 5, 2024, on the potential utilization of said tax-exempt financing, after legally publishing the notice as required by IRS Code.

**NOW, THEREFORE, BE IT HEREBY RESOLVED,** that the Board hereby approves Laurel Grove’s utilization of tax-exempt bonds for financing in an amount not to exceed \$215,000.00 to finance, for public purpose and use, the purchase of one (1) 2024 BME Extreme Tactical Brush Turck; and

**BE IT FURTHER RESOLVED,** that a copy of this Resolution be forwarded to Laurel Grove to supplement its financing requirements.

Given under my hand this 17<sup>th</sup> day of September, 2024.

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Darrell W. Dalton, Chairman  
Pittsylvania County Board of Supervisors

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Kaylyn M. McCluster, Clerk  
Pittsylvania County Board of Supervisors

Laurel Grove Volunteer Fire & Rescue  
2081 Laurel Grove Road  
Sutherlin, VA 24594

Board Resolution

WHEREAS, The Board of Directors has approved the purchase of a 2024 BME Tactical Brush Truck; and

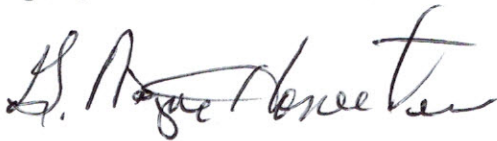
WHEREAS, to fund the purchase of this truck a loan will be needed to complete this purchase;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors approves the loan in the amount determined at the time of purchase, less any grants and contributions that will be applied.

BE IT FURTHER RESOLVED, that the Board of Directors authorizes it's President, Vice President or Treasurer to sign all legal documents related to the securing of the loan.

BE IT FURTHER RESOLVED, that a copy of this resolution be placed among permanent records of the Board.

Signed;

A handwritten signature in black ink, appearing to read "G. Wayne Howerton". The signature is written in a cursive style with a large, prominent initial "G".

G. Wayne Howerton

Board of Directors President

9/5/24

Laurel Grove Volunteer Fire & Rescue

2081 Laurel Grove Road

Sutherlin, VA 24594

To: Kim Van Der Hyde and/or To Whom It May Concern

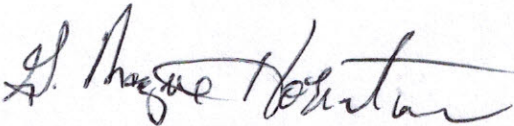
From: Wayne Howerton – Laurel Grove Volunteer Fire & Rescue

Dear Kim,

We had a public hearing on September 5<sup>th</sup> 2024 with no problems or positions after 2 weeks notification of the meeting in the Chatham Star Tribune Newspaper.

We are in need of a resolution to formally request the use of the county's tax-exempt status for the purchase of the 2024 BME Tactical Brush Truck. Please reserve time in the next Board of Supervisors meeting for such a resolution to be acted upon.

Thank you,

A handwritten signature in black ink, appearing to read "G. Wayne Howerton". The signature is fluid and cursive, with the first name "G." and last name "Howerton" clearly legible.

G. Wayne Howerton

President



# Legal Notice

## Volunteer Fire Department Public Hearing

Notice is hereby given, pursuant to Public Law No. 100-647 S1013(a)24(A)(1988), the undersigned will hold a public hearing on September 5th 2024 at 7:00 p.m. at the location undersigned listed below to discuss acquisition by purchase of:

Qty	Description
1.	2024 BME Extreme Tactical Brush Truck

And Financial arrangements related thereto

Approximate amount of issue: \$215,000

All Interested parties are invited to attend.

Sharon O Strader

Secretary

Laurel Grove Volunteer Fire & Rescue

2081 Laurel Grove Rd

Sutherlin, VA 24594

**WOMACK PUBLISHING**

PO BOX 530  
CHATHAM VA 24531

PHONE: 434-432-1654  
FAX:

**Advertising Payment Receipt**

---

<b>Account number:</b>	10752	<b>Credit Card #:</b>	*****0834
<b>Account name:</b>	LAUREL GROVE VOL. FIRE DE 2081 LAUREL GROVE RD SUTHERLIN VA 24594	<b>Approval Code:</b>	069121[603264257]
<b>Phone number:</b>	434-250-6809	<b>Credit Holder Name:</b>	SharonOStraderLaurelGrove
<b>Payment number:</b>	48763		
<b>Payment date:</b>	08/15/24		
<b>Amount:</b>	\$223.20		
<b>Payment description:</b>	CREDIT CARD PAYMENTS		

---

<b>Ad Number:</b>	66835	<b>Class Code:</b>	A
<b>Ad Taker:</b>	rnann	<b>Salesperson:</b>	RN
<b>First Words:</b>	PHN LEGAL NOTICE		

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Resolution # 2024-09-02 Adoption ( <i>After-School Childcare Pilot Program Authorization/Endorsement</i> ); ( <i>Kentuck Elementary School</i> )				
<b>Staff Contact(s):</b>	Dave Arnold				
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.d.		
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>2024-09-02 After School Pilot Program</td> </tr> </table>			1.	2024-09-02 After School Pilot Program
1.	2024-09-02 After School Pilot Program				
<b>Reviewed By:</b>	JVH				

### **SUMMARY:**

The County has been identified as a locality with a high demand and limited options for affordable, quality childcare. Quality child care has numerous positive impacts on childhood development by promoting social skills, physical activity, and additional learning opportunities, and childcare may also have a positive impact on economic development by providing a safe environment for children; thereby, allowing parents to participate in the workforce. Pittsylvania County Public Schools ("PCPS") has offered Kentuck Elementary School as an initial site for an After-School Childcare Program, if the County's Parks and Recreation Department ("Parks and Recreation") agrees to provide the staffing and administration of the Program. Parks and Recreation has evaluated and identified the regulatory requirements, appropriate staffing levels, and costs of offering such a Program, and has developed a plan to implement an affordable, quality Program to address the high demand and shortage of childcare options in the County. For the Board's review and consideration, attached is Resolution # 2024-09-02, agreeing to staff and manage a pilot After-School Program at Kentuck Elementary School beginning in January 2025, for the purposes of offering an affordable, quality program for the County's youth and to identify how such a Program may be offered on a sustainable and long-term basis jointly with PCPS.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

None. This Program will be self-funded through Program registrations and weekly fees.

**RECOMMENDATION:**

County Staff recommends the Board adopt Resolution # 2024-09-02 as attached and presented.

**MOTION:**

"I make a Motion adopting Resolution # 2024-09-02 as attached and presented."

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
RESOLUTION # 2024-09-02**

---

**SUPPORT FOR PILOT AFTER-SCHOOL CHILDCARE PROGRAM AT KENTUCK  
ELEMENTARY SCHOOL**

---

**VIRGINIA:** At the Pittsylvania County Board of Supervisors’ (“Board”) Business Meeting on Tuesday, September 17, 2024, in the Board Meeting Room, the following Resolution was presented and adopted:

**WHEREAS,** quality child care has numerous positive impacts on childhood development by promoting social skills, physical activity, and additional learning opportunities; and

**WHEREAS,** childcare may also have a positive impact on economic development by providing a safe environment for children; thereby, allowing parents to participate in the workforce; and

**WHEREAS,** Pittsylvania County, Virginia (“County”), has been identified as a locality with a high demand and limited options for affordable, quality childcare; and

**WHEREAS,** due to the above, Pittsylvania County Public Schools (“PCPS”) has offered Kentuck Elementary School as an initial site for an After-School Childcare Program, if Pittsylvania County Parks and Recreation Department (“Parks and Recreation”) agrees to provide the staffing and administration of the Program. Parks and Recreation has evaluated and identified the regulatory requirements, appropriate staffing levels, and costs of offering such a Program, and has developed a plan to implement an affordable, quality Program to address the high demand and shortage of childcare options in the County.

**NOW, THEREFORE, BE IT RESOLVED,** that the Board does hereby agrees to staff and manage a pilot After-School Program at Kentuck Elementary School beginning in January 2025 for the purposes of offering an affordable, quality program for the County’s youth and to identify how such a Program may be offered on a sustainable and long-term basis jointly with PCPS.

Given under my hand this 17th day of September, 2024.

---

Darrell W. Dalton  
Chairman, Pittsylvania County Board of Supervisors

---

Kaylyn M. McCluster  
Clerk, Pittsylvania County Board of Supervisors



# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Potential Wells Road Abandonment Notice ( <i>Lot 9; Jasper Woods Road</i> )		
<b>Staff Contact(s):</b>	Vaden Hunt		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.e.
<b>Attachment(s):</b>	1.	Abandonment Rd (Jasper Wood Rd) - Wells request, maps and code	
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

Larry and Jean Wells ("Wells") own Lot 9 on Jasper Wood Road in the County's Staunton River Magisterial District. Lot 9 is adjacent to their residence, Lot 19, as being 700 Jasper Wood Road, shown on the attached plats. The Wells desire to have the adjacent roadway (not open) abandoned between their Lot 9 and the adjacent Lot 15, the vacant lot behind Lot 15, and the roadway containing 0.3122 acre, being shown as "Fourth St" on a map dated August 29, 2024, made by Michael E. McCorkle and recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia, as Instrument Number 240003717, copy attached, to maintain its upkeep. This roadway needs to be abandoned and removed from the County public roadway system. There are two (2) adjacent parcels and said parcel owners are not opposed to the abandonment.

Per Virginia Code § 33.2-909, attached, the procedure for the Board to abandon an existing road, or portion of a road, is as follows:

- (1) The Board must decide that no public necessity exists for the continuance of the public road;
- (2) After such an affirmative majority vote, the Board must send formal notice of its intent to abandon the road to the VDOT Commissioner (not applicable not a VDOT roadway);
- (3) The Board must post notice in at least three (3) places on and along the road sought to be abandoned for at least thirty (30) days;

- (4) The Board must publish notice of its intent to abandon the road in two (2) or more issues of a newspaper having general circulation in the County;
- (5) The Board must then wait thirty (30) days for any interested party to request a Public Hearing of or related to the road abandonment; and
- (6) If a request for a Public Hearing does not occur, the Board, within the four (4) months of the thirty (30) day posting period, must pass an Ordinance or Resolution requesting VDOT to abandon the road (not applicable not a VDOT roadway).

For the Board's review and consideration, related documentation is attached.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None, other than advertising and posting costs. County Staff will charge these costs to the Wells.

**RECOMMENDATION:**

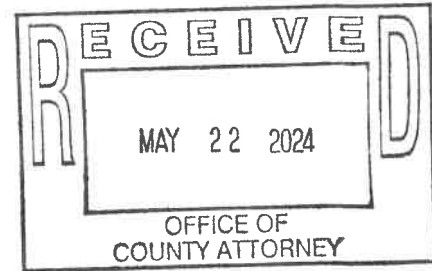
County Staff recommends the Board do the following related to potential abandonment of the roadway between Lot 9 and Lot 15, and the vacant lot behind Lot 15 on Jasper Wood Road:

- (1) Make a Motion determining that no public necessity exists for the continuance of the public road;
- (2) After such an affirmative majority vote, authorize County Staff send formal notice of its intent to abandon the road to the Wells;
- (3) Authorize County Staff post a notice, in at least three (3) places on and along the road sought to be abandoned, for at least thirty (30) days;
- (4) Authorize County Staff advertise notice of its intent to abandon the road in two (2) or more issues of a newspaper having general circulation in the County;
- (5) Wait thirty (30) days for any interested party to request a Public Hearing regarding the abandonment; and
- (6) If a request for a Public Hearing does not occur, the Board, within the four (4) months of the thirty (30) day posting period, authorize County to convey the abandoned road to the Wells.

**MOTION:**

"I make a Motion to follow the above-Staff Recommendation regarding the potential abandonment of the roadway on Jasper Wood Road between Lot 9 and Lot 15, and the vacant lot behind Lot 15."

Larry G. Wells  
700 Jasper Wood Road  
Hurt, VA. 24563  
434-401-3002



Pittsylvania County Board of Supervisors  
1 Center Street  
P.O. Box 426  
Chatham, VA. 24531

Dear Sirs:

My wife and I are homeowners and landowners on Jasper Wood Road, Staunton River District in Hurt. We own Lots 19, 8 and 9 on Jasper Wood Road, and the purpose of this letter is to ask that the 50 ft. roadway between Lot #8 and Lot #15 be abandoned. There doesn't seem to be any public necessity for this roadway.

I have spoken with Mrs. Marie <sup>Bibee</sup> ~~Bible~~ who has a home on Lots 15 and 16 about the possible abandonment of this roadway. She stated it would be fine with her. Our main concern about this roadway is we don't have any control over who comes onto this property, nor what they may do while on the roadway.

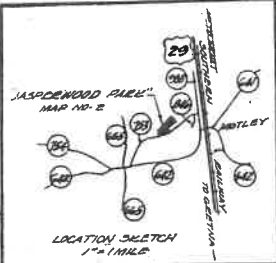
Mrs. Bibee, my wife and I are in our senior years and we would feel a lot more secure if this roadway were to be abandoned. Since we purchased Lot #9, I have kept the underbrush and dead trees cleaned out to eliminate trash and debris from collecting and to be able to see anyone who may come onto the roadway.

If the Board of Supervisors would agree to have this roadway abandoned and have it closed, we would be very grateful and they can be assured that it would be cared for.

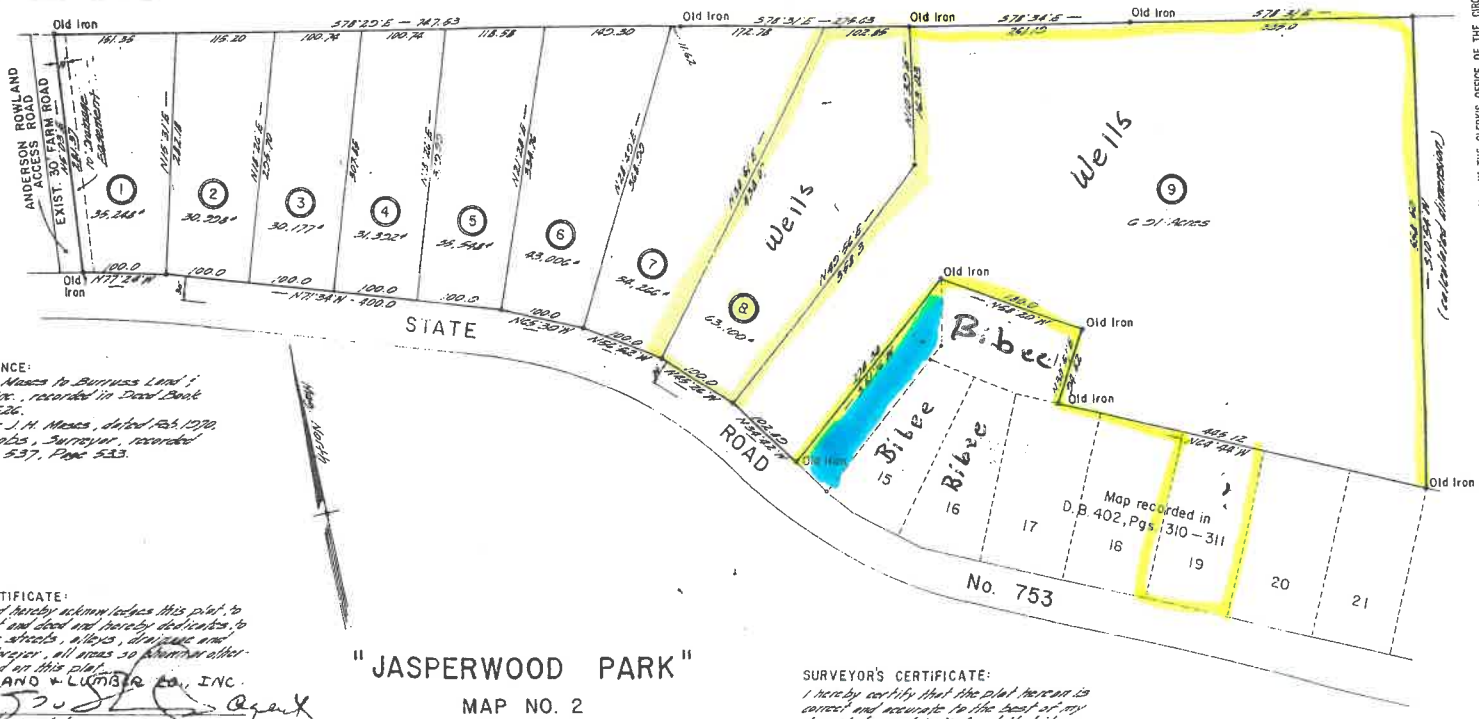
Sincerely yours,

Larry G. Wells

A handwritten signature in cursive script that reads "Larry G. Wells".



**HEALTH DEPARTMENT REPORT:**  
 The following remarks taken from letter written by the Pittsylvania County Health Department, dated September 5, 1975:  
 Lots 1 through 5 - These lots are suitable for individual wells and separate flush sewerage systems. The wells to be located to the front and the sewerage disposal systems to the rear thereof.



**LEGAL REFERENCE:**  
 1. Jasper H. Meares to Burruss Land & Lumber Co., Inc., recorded in Deed Book 537, Page 526.  
 2. Survey for J. H. Meares, dated 03/12/30 by John Swales, Surveyor, recorded Deed Book 537, Page 533.

**OWNER'S CERTIFICATE:**  
 The undersigned hereby solemnly pledges this plot, to be his free and good and lawful dedication to public use as streets, alleys, drainage and easements, forever, all areas so dedicated otherwise indicated on this plan.  
**BURRUSS LAND & LUMBER CO., INC.**  
 At Burruss Land & Lumber Co.

**"JASPERWOOD PARK"**  
 MAP NO. 2  
 FOR  
**BURRUSS LAND & LUMBER CO.**  
 SITUATE - NEAR MOTLEY  
 STAUNTON RIVER DISTRICT  
**PITTSYLVANIA COUNTY, VA.**  
 SCALE 1" = 100'      JUNE 27, 1975

**SURVEYOR'S CERTIFICATE:**  
 I hereby certify that the plat hereon is correct and accurate to the best of my knowledge and belief and that it was compiled from an actual survey made by me and completed June 27, 1975, and further certify that the subdivisions were made at the free consent and direction of the owner.  
 E. P. [Signature]  
 Surveyor, No. 420

APPROVALS	
VIRGINIA DEPT. OF HIGHWAYS	
[Signature]	
DANVILLE - PITTSYLVANIA HEALTH DISTRICT	
[Signature]	

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT FOR THE COUNTY OF PITTSYLVANIA, ON THE 17th DAY OF December 1975, AT 11:00 A.M. THE FOREGOING, [Signature] UPON ITS CERTIFICATE OF ACKNOWLEDGMENT WAS ADMITTED TO RECORD. TAX UNDER SECTION 58.53 (a), and (b), HAVING BEEN PAID IN THE AMOUNT OF \$ [Amount].  
 TESTE: [Signature] CLERK

# ArcGIS Web Map



8/23/2024, 8:31:06 AM

1:2,278

- Addresses
- Tax Parcels (All)
- Assessed Parcels Labels
- ▭ Assessed Parcels
- ▭ Pittsylvania County
- Route Numbers
- Streets
- ALL OTHER
- VDOT Posted Speed Limits on State-Maintained Roads
- 35



Esri Community Maps Contributors, VGIN, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, USGS, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA



CLR240003717

Source of Title  
Larry G. Wells  
GPN 2534-49-7815  
DB 837 PG 790  
MB 19 PG 49

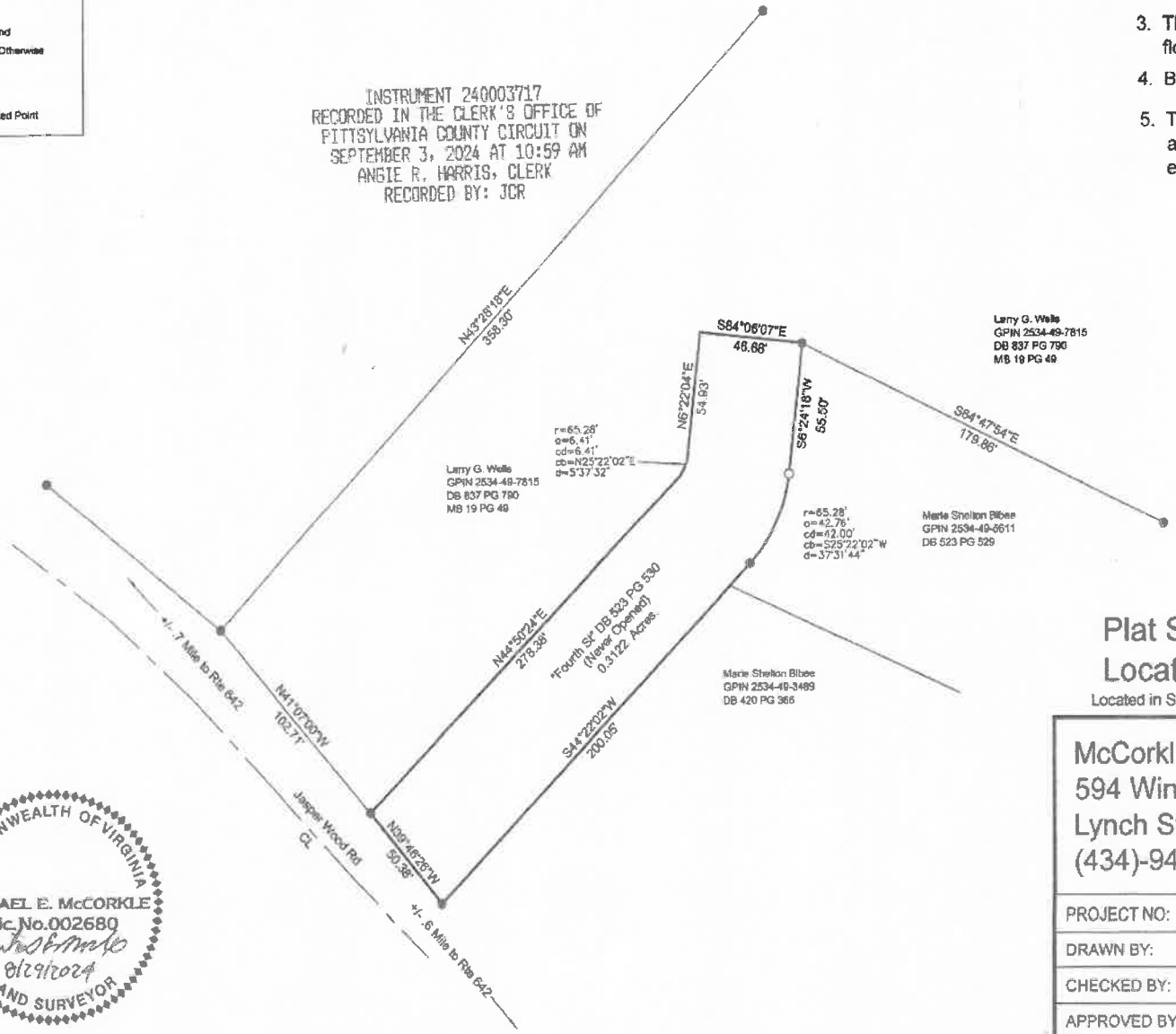


**Notes**

1. This survey has been prepared without the benefit of a title report and does not necessarily indicate all encumbrances on the title.
2. This plat has been prepared from an actual field survey as per date of this plat.
3. This property as platted does not fall in a FEMA flood zone.
4. Bearings based on NAD 83.
5. This plat is for boundary purposes only, therefore all physical improvements and/or possible encroachments are not shown.

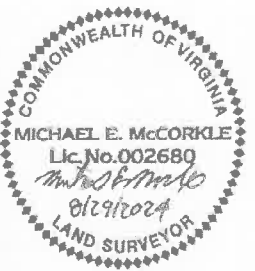
- Iron Found (Unless Otherwise Noted)
- Iron Set
- ▲ Computed Point

INSTRUMENT 240003717  
RECORDED IN THE CLERK'S OFFICE OF  
PITTSYLVANIA COUNTY CIRCUIT ON  
SEPTEMBER 3, 2024 AT 10:59 AM  
ANGIE R. HARRIS, CLERK  
RECORDED BY: JCR



This survey does not require approval by the Pittsylvania County Subdivision Agent  
*Emily Maysdale 8/30/24*  
Pittsylvania County Subdivision Agent

**Plat Showing "Fourth St."**  
**Located off Jasper Wood Rd**  
Located in Staunton River Magisterial District Pittsylvania Co. VA



**McCorkle Surveying, LLC**  
594 Windsong Dr.  
Lynch Station, VA 24571  
(434)-941-8165

PROJECT NO:	SCALE: 1"=50'
DRAWN BY: M.E. McCorkle	DATE: 7/21/2024
CHECKED BY: M.E. McCorkle	SHT: OF:
APPROVED BY: M.E. McCorkle	

Return to: Larry G. Wells



Code of Virginia  
Title 33.2. Highways and Other Surface Transportation Systems  
Chapter 9. Abandonment and Discontinuance of Highways and Roads

**§ 33.2-909. Abandonment of highway, landing, or railroad crossing; procedure.**

A. The governing body of any county on its own motion or upon petition of any interested landowner may cause any section of the secondary state highway system, or any crossing by the highway of the lines of a railroad company or crossing by the lines of a railroad company of the highway, deemed by it to be no longer necessary for the uses of the secondary state highway system to be abandoned altogether as a public highway, a public landing, or a public railroad crossing by complying substantially with the procedure provided in this section.

B. The governing body of the county shall give notice of its intention to abandon any such highway, landing, or railroad crossing (i) by posting a notice of such intention at least three days before the first day of a regular term of the circuit court at the front door of the courthouse of the county in which the section of the highway, landing, or railroad crossing sought to be abandoned as a public highway, public landing, or public railroad crossing is located or (ii) by posting notice in at least three places on and along the highway, landing, or railroad crossing sought to be abandoned for at least 30 days and in either case by publishing notice of its intention in two or more issues of a newspaper having general circulation in the county. In addition, the governing body of the county shall give notice of its intention to abandon such highway, landing, or railroad crossing to the Board or the Commissioner of Highways. In any case in which the highway, landing, or railroad crossing proposed to be abandoned lies in two or more counties, the governing bodies of such counties shall not abandon such highway, landing, or railroad crossing unless and until all affected governing bodies agree. The procedure in such cases shall conform mutatis mutandis to the procedure prescribed for the abandonment of a highway, landing, or railroad crossing located entirely within a county.

When the governing body of a county gives notice of intention to abandon a public landing, the governing body shall also give such notice to the Department of Wildlife Resources.

C. If one or more landowners in the county whose property abuts the highway, landing, or railroad crossing proposed to be abandoned, or if only a section of a highway, landing, or railroad crossing is proposed to be abandoned, whose property abuts such section, or the Board or the Department of Wildlife Resources, in the case of a public landing, files a petition with the governing body of the county within 30 days after notice is posted and published as provided in this section, the governing body of the county shall hold a public hearing on the proposed abandonment and shall give notice of the time and place of the hearing by publishing such information once a week for two successive weeks in a newspaper having general circulation in the county, with the first publication appearing no more than 14 days before the hearing. The governing body shall also give notice to the Board or, if a public landing is sought to be abandoned, to the Department of Wildlife Resources.

D. If a petition for a public hearing is not filed as provided in this section, or if after a public hearing is held the governing body of the county is satisfied that no public necessity exists for the continuance of the section of the secondary highway as a public highway or the railroad crossing as a public railroad crossing or the landing as a public landing or that the safety and welfare of the public would be served best by abandoning the section of highway, the landing, or the railroad crossing as a public highway, public landing, or public railroad crossing, the governing body of the county shall (i) within four months of the 30-day period during which notice was posted where no petition for a public hearing was filed or (ii) within four months after the public hearing adopt an ordinance or resolution abandoning the section of highway as a public highway, or the landing as a public landing, or the railroad crossing as a public railroad crossing, and with that ordinance or resolution the section of highway shall cease to be a public highway, a public landing, or a public railroad crossing. If the governing body is not so satisfied, it shall dismiss the application within the applicable four months provided in this subsection.

E. A finding by the governing body of a county that a section of the secondary state highway system is no longer necessary for the uses of the secondary state highway system may be made if the following conditions exist:

1. The highway is located within a residence district as defined in § [46.2-100](#);
2. The residence district is located within a county having a density of population exceeding 1,000 per square mile;
3. Continued operation of the section of highway in question constitutes a threat to the public safety and welfare; and
4. Alternate routes for use after abandonment of the highway are readily available.

F. In considering the abandonment of any section of highway under the provisions of this section, due consideration shall be given to the historic value, if any, of such highway.

G. Any ordinance or resolution of abandonment issued in compliance with this section shall give rise in subsequent proceedings, if any, to a presumption of adequate justification for the abandonment.

H. No public landing shall be abandoned unless the Board of Wildlife Resources shall by resolution concur in such abandonment.

Code 1950, § 33-76.8; 1950, p. 731; 1970, c. 322, § 33.1-151; 1975, c. 255; 1978, c. 187; 1980, c. 39; 1981, c. 323; 1990, c. 190; 2014, c. [805](#); 2020, c. [958](#); 2023, cc. [506](#), [507](#).



# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Landfill Tipping Fee Waiver Approval ( <i>County-Wide Fall Cleanup</i> )		
<b>Staff Contact(s):</b>	Kenneth Bowman		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.f.
<b>Attachment(s):</b>	None		
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

The County will be promoting litter clean-up throughout the County on "County-Wide Fall Cleanup Week," September 30, 2024 – October 5, 2024. County Staff are requesting a County Landfill tipping fee waiver for County-Wide Fall Cleanup Week for litter that will be collected during said week. The waiver is only applicable for residentially generated waste that is collected from a County property. Liquids, oils, or hazardous materials will not be accepted. Each County resident is allowed to dispose of no more than four (4) automobile tires. Tractor or heavy equipment tires will not be accepted. Waste that is generated through business, commercial, or agricultural sources will not be accepted. Valid identification showing proof of County residence is required for disposal, and must be presented at the County's Landfill Office upon delivery, or to other County Staff upon request. All waste presented for disposal is subject to inspection and will be denied if it does not meet these requirements. No quantity limits are placed on residential customers delivering their own waste by personal passenger vehicle smaller than a one (1) ton pickup truck and/or a flat, 4'x8' single axle trailer with sides no greater than thirty-six (36) inches high.

Accepted identification is as follows:

- Unexpired Virginia driver's license, military ID, or photo ID card with Pittsylvania County address;
- Deed, mortgage, or monthly mortgage/rental statement with matching photo ID verifying residence in the County;
- U.S. Postal Service change of address confirmation form with matching photo ID; or

- Current payroll stub by employer with matching photo ID showing a valid County address of the employee.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Unknown at this time.

**RECOMMENDATION:**

County Staff recommends the Board approve the request to waive County Landfill tipping fees for County-Wide Fall Cleanup litter with the conditions as listed.

**MOTION:**

"I make a Motion approving the request to waive County Landfill tipping fees for County-Wide Fall Cleanup litter that will be collected during said week with the conditions as listed."

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	Potential Reduction to the McMann Family Subdivision Exemption 15-Year Restriction (GPIN # 2409-28-4344)		
<b>Staff Contact(s):</b>	Emily Ragsdale		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.g.
<b>Attachment(s):</b>	1.	exemption	
	2.	15.2-2244	
	3.	15.2-2244.1	
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

Virginia Code § 15.2-2244 allows for the subdivision of a lot for conveyance to a family member without having to fulfill the requirements of the Subdivision Ordinance. For this exemption to be used, Virginia Code § 15.2-2244.1 requires that the property be owned for at least fifteen (15) years by the current owner or member of the immediate, and the property owner agrees to place a restrictive covenant on the subdivided property that prohibits the transfer of the property to a nonmember of the immediate family for a period of fifteen (15) years. Virginia Code § 15.2-2244.1 also states that a locality may reduce or provide exemptions to the period of years prescribed in such clause when changed circumstances so require. This must be done in writing and recorded in accordance with Virginia Code § 17.1-227.

In 2013, the family subdivision exemption was used to subdivide a parcel for Stewart and Katherine McGann (now Adkins) and the fifteen (15) year restriction was placed on the property. In 2023, the parties divorced, requiring that the property be sold to fulfill the requirements of the separate agreement and divorce decree included in the Board's Agenda Packet. The property cannot be sold until the fifteen (15) year restriction can be removed. According to Virginia Code § 15.2-2244.1, this can only be done by a locality, and must be in writing and recorded in accordance with Virginia Code § 17.1-227.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

None.

**RECOMMENDATION:**

County Staff recommends the Board reduce/exempt the McMann family subdivision's fifteen (15) year restriction in accordance with Virginia Code § 15.2-2244.1, allowing the property to be sold due to changed circumstances.

**MOTION:**

"I make a Motion to follow the above-Staff Recommendation regarding the potential reduction/exemption to the fifteen (15) year McMann family subdivision restriction in accordance with Virginia Code § 15.2-2244.1, allowing the property to be sold due to changed circumstances."

---

**Katherine Adkins**

512 Darrell Lane  
Hurt, VA 24563  
(434) 944-0372  
[kateyayn@gmail.com](mailto:kateyayn@gmail.com)

**Stewart McGann**

6956 Climax Rd.  
Gretna, VA 24557  
(434) 944-0335  
[mcgann.buildforyou@gmail.com](mailto:mcgann.buildforyou@gmail.com)

19th June 2024

**Board Of Supervisors**

Pittsylvania County, VA  
1 Center St.  
Chatham, VA 24531

Dear Pittsylvania County Board of Supervisors,

This letter is to request the family exemption be removed from the plat 2409-28-4344. This property is owned jointly by Stewart Justin McGann and Katherine Ayn McGann(now Adkins). The plat originated in 2013 with a 15 year restriction to sell only to the other family members listed on the plat. The two entered into a separation agreement on September 17, 2021 assigning their marital property to Stewart McGann. Stewart McGann was to assume the loan they hold jointly and pay Katherine a sum of \$20,000. The separation agreement became part of the divorce decree on January 26, 2023. Stewart and Katherine were in circuit court April 2023 case no. CL21-902-00,-01(orders attached). Stewart McGann is unable to assume the loan on his own and unable to pay the settlement that is owed. The court order states we must have the family exemption resolved before proceeding with the sale of the property. Eric Kevin Dickey (telephone number 434-238-7936) and Jonathan Carroll Rigney (telephone number 434-426-8541) the family that is involved in the family exemption were notified that the property is to be sold and both were offered to purchase it at full market value. Dickey and Rigney declined to purchase this property. We petition you today for the family exemption to be lifted so that we may finalize the settlement of our divorce.

---

Katherine Adkins

Katherine A. Adkins

6/19/24

Stewart J. McGann

Stewart J. McGann

6/22/24

VIRGINIA: IN THE CIRCUIT COURT OF PITTSYLVANIA COUNTY

KATHERINE AYN MCGANN,  
Plaintiff,

v.

ORDER

Case No: CL21-902-00, -01

STEWART JUSTIN MCGANN,  
Defendant.

This cause came to be heard on March 20, 2023, upon the Plaintiff's Motion for Civil Show Cause and Order for Show Cause dated March 12, 2023, upon proper service on the Defendant, and evidence was heard ore tenus.

UPON CONSIDERATION WHEREOF, it is hereby

ADJUDGED, ORDERED and DECREED that the Defendant has failed to comply with the order of the court and is hereby found to be in contempt, and it is further

ADJUDGED, ORDERED AND DECREED that within ninety (90) days of the entry of this Order the Defendant shall make a reasonable effort to refinance or assume the loan on the home located at 6956 Climax Road, Gretna, Virginia 24557, this effort includes filing his federal and state taxes and fully cooperating with the financiers, and if he is unable to do so, it is further

ADJUDGED, ORDERED AND DECREED that upon Defendant's failure or inability to refinance or assume the loan, at 6956 Climax Road, Gretna, Virginia 24557, the home will be placed for sale with an agreed upon realtor, and it is further

ADJUDGED, ORDERED AND DECREED, as the sale of the property is restricted by Virginia Code Sections 15.2-2244 and 15.2-2244.1, Defendant's inability to refinance or assume the existing loan constitutes changed circumstances whereby the locality may reduce or provide

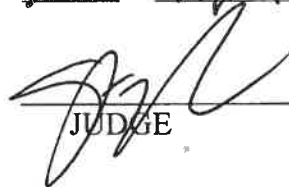
exceptions to the period of years prescribed in the above sections for the sale of the property to a non-family member. The parties shall file a joint petition with the appropriate local governmental agency requesting that the restrictions of Virginia Code Sections 15.2-2244 and 15.2-2244.1 be lifted so that the home located at 6956 Climax Road, Gretna, Virginia 24557 can be sold, and it is further

ADJUDGED, ORDERED AND DECREED that upon the sale of the home, the refinance or the assumption, the Plaintiff shall receive \$20,000.00 with interest accruing from September 17, 2022. All attorney's fees associated with the filing and presentation of this Show Cause and all attorney's fees associated with the filing and presentation of required documents to the appropriate local governmental agency shall be paid from of the Defendant's share of the proceeds from the sale of the home.

The Clerk of Court shall provide an attested copy of this Order to Counsel of Record.

IT IS FURTHER ORDERED that the signatures of the Plaintiff and the Defendant are waived pursuant to Supreme Court Rule 1:13. And nothing further remaining to be done herein, it is ORDERED that this cause be stricken from the docket.

ENTERED THIS: 21<sup>st</sup> of April, 2023

  
\_\_\_\_\_  
JUDGE

I ASK FOR THIS:

  
\_\_\_\_\_

Claudette S. Robertson, Esq.  
VSB #48715  
Counsel for Plaintiff  
223 Riverview Drive, Suite B  
Danville, Virginia 24541  
Tel: 434-792-1806



## § 15.2-2244. Provisions for subdivision of a lot for conveyance to a family member

A. In any county a subdivision ordinance shall provide for reasonable provisions permitting a single division of a lot or parcel for the purpose of sale or gift to a member of the immediate family of the property owner, including the family member's spouse, subject only to any express requirement contained in the Code of Virginia and to any requirement imposed by the local governing body that all lots of less than five acres have reasonable right-of-way of not less than 10 feet or more than 20 feet providing ingress and egress to a dedicated recorded public street or thoroughfare. Only one such division shall be allowed per family member, and shall not be for the purpose of circumventing this section. For the purpose of this subsection, a member of the immediate family is defined as any person who is a natural or legally defined offspring, stepchild, spouse, sibling, grandchild, grandparent, or parent of the owner. In addition, any such locality may include aunts, uncles, nieces and nephews in its definition of immediate family.

B. Notwithstanding subsection A, in a county having the urban county executive form of government, a subdivision ordinance shall provide for reasonable provisions permitting a single division of a lot or parcel for the purpose of sale or gift to a member of the immediate family of the property owner, subject only to any express requirement contained in the Code of Virginia and to any requirement imposed by the local governing body that all lots of less than five acres have frontage of not less than 10 feet or more than 20 feet on a dedicated recorded public street or thoroughfare. Only one such division shall be allowed per family member, and the division shall not be for the purpose of circumventing a local subdivision ordinance. For the purpose of this subsection, a member of the immediate family is defined as any person who is a natural or legally defined offspring or parent of the owner.

C. Notwithstanding subsections A and B, a subdivision ordinance may include reasonable provisions permitting divisions of lots or parcels for the purpose of sale or gift to a member of the immediate family of the property owner in (i) any county or city which has had population growth of 10 percent or more from the next-to-latest to latest decennial census year, based on population reported by the United States Bureau of the Census; (ii) any city or county adjoining such city or county; (iii) any towns located within such county; and (iv) any county contiguous with at least three such counties, and any town located in that county. Such divisions shall be subject to all requirements of the Code of Virginia and to any requirements imposed by the local governing body.

Code 1950, §§ 15-781, 15-967.1; 1950, p. 183; 1962, c. 407, § 15.1-466; 1970, c. 436; 1973, cc. 169, 480; 1975, c. 641; 1976, c. 270; 1978, cc. 429, 439, 440; 1979, cc. 183, 188, 395; 1980, cc. 379, 381; 1981, c. 348; 1983, cc. 167, 609; 1984, c. 111; 1985, cc. 422, 455; 1986, c. 54; 1987, c. 717; 1988, cc. 279, 735; 1989, cc. 332, 393, 403, 495; 1990, cc. 170, 176, 287, 708, 973; 1991, cc. 30, 47, 288, 538; 1992, c. 380; 1993, cc. 836, 846, 864; 1994, c. 421; 1995, cc. 386, 388, 389, 452, 457, 474; 1996, cc. 77, 325, 452, 456; 1997, cc. 587, 718; 1998, c. 457; 2008, cc. 340, 717; 2009, cc. 283, 465; 2010, c. 216.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

Code of Virginia  
Title 15.2. Counties, Cities and Towns  
Subtitle II. Powers of Local Government  
Chapter 22. Planning, Subdivision of Land and Zoning  
Article 6. Land Subdivision and Development

## § 15.2-2244.1. Additional method for subdivision of a lot for conveyance to a family member

In addition to § 15.2-2244, a locality may include in its subdivision ordinance provisions permitting a single division of a lot or parcel for the purpose of sale or gift to a member of the immediate family, as defined in § 15.2-2244, of the property owner, if (i) the property has been owned for at least 15 consecutive years by the current owner or member of the immediate family and (ii) the property owner agrees to place a restrictive covenant on the subdivided property that would prohibit the transfer of the property to a nonmember of the immediate family for a period of 15 years. Notwithstanding the provisions of clause (ii), a locality may reduce or provide exceptions to the period of years prescribed in such clause when changed circumstances so require. Upon such modification of a restrictive covenant, a locality shall execute a writing reflecting such modification, which writing shall be recorded in accordance with § 17.1-227. The locality may require that the subdivided lot is no more than one acre and otherwise meets any other express requirement contained in the Code of Virginia or imposed by the local governing body.

2006, c. 456;2007, c. 856.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	RBW Local Performance Agreement Execution Approval		
<b>Staff Contact(s):</b>	Matthew Rowe		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.h.
<b>Attachment(s):</b>	1.	RIFA - RBW - Local Performance Agreement	
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

RBW Sports & Classics, Inc. ("Company"), is a manufacturer of electric, hand-built, classic sports cars, and they have already executed a Local Performance Agreement ("LPA") with RIFA to locate in the Cane Creek Centre. The Company has committed to invest \$8 million at the 1350 Barker Road, Ringgold, Virginia, location and create 144 new jobs over a five (5)-year period, with an average yearly base wage of at least \$53,514.67. All incentives being given to the Company are earned after performance. The County and the City of Danville, Virginia, will work with the Company to facilitate the award of local and State grants based upon performance. For the Board's review and consideration, an LPA, evincing the above, is attached.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

No financial impact to the County. All incentives are earned after performance.

### **RECOMMENDATION:**

County Staff recommends that the Board approve the execution of the attached LPA as presented. The Local Performance Agreement as presented.

### **MOTION:**

"I make a Motion approving the execution of the attached LPA as presented."

## LOCAL PERFORMANCE AGREEMENT

**THIS LOCAL PERFORMANCE AGREEMENT** (this "**Agreement**"), made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2024, by and among **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("**RIFA**"); the **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**City IDA**"); the **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "**County**"); the **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation (the "**City**"); and **RBW SPORTS & CLASSICS, INC.**, a Delaware corporation (the "**Company**"), an affiliate of RBW Classic Cars Ltd., a United Kingdom private limited company;

### WITNESSETH:

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

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

a. RIFA, the City IDA, the County and the City, in order to stimulate economic growth and development of the community by creating jobs and infrastructure have agreed to provide incentives to new and expanding businesses which conduct industrial activity.

b. The Company has agreed to locate and to establish a manufacturing operation on that certain real property commonly known as 1350 Barker Road, Ringgold, Virginia 24586 in the Cane Creek Centre Industrial Park in Pittsylvania County, Virginia (the "**Project Site**"). The Project Site is owned by the City IDA and is more particularly described in **Schedule 1(b)**, attached hereto and incorporated herein by this reference. During the Performance Period described below, the Company plans to make capital equipment investments of at least Seven Million Nine Hundred Fifty One Thousand and 00/100 Dollars (\$7,951,000.00) and to create one hundred forty four (144) full-time jobs with an average yearly base wage of at least Fifty Three Thousand Five Hundred Fourteen and 67/100 Dollars (\$53,514.67), as set forth in this Agreement. In addition, the Company intends to acquire the Project Site, containing an aggregate of approximately 10 acres, commonly known as Lot 1A (Tax GPIN 2348-30-5836) (collectively, the "**Adjacent Land**"), for the manufacture of new electric sports vehicles, electric vehicle integration services, battery assembly, and commercial vehicle rentals.

c. Each of RIFA, the City IDA, the County and the City is willing to provide those certain incentives to the Company summarized in **Schedule 1(c)**, attached hereto and incorporated herein by this reference, provided that the Company satisfies certain criteria relating to employment projections and capital investment as described below.

d. Each of RIFA, the City IDA, the County and the City finds that the provisions of this Agreement and the commitments of the Company will promote the expansion of industry by inducing industrial development within Cane Creek Centre Industrial Park, and that such development will promote the safety, health, welfare, convenience and prosperity of the citizens of Pittsylvania County and Danville, Virginia.

Section 2. - Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

a. **"Adjacent Land"** shall have the same meaning as the Project Site and as that term in Section 1(b) above. The stated value of the Adjacent Land is Three Hundred Thousand and 00/100 Dollars (\$300,000.00).

b. **"Agreement"** shall mean this Local Performance Agreement and shall have the same meaning as set forth in the header paragraph.

c. **"Affiliated Operations Entity"** shall have the same meaning as in Section 3 below.

d. **"AL Purchase Option"** shall have the same meaning as in Section 4(b) below.

e. **"Building"** shall mean that certain building containing approximately twenty seven thousand square feet (27,000 ft.<sup>2</sup>) of space located on the Project Site.

f. **"Capital Investment"** means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Facility. A capital expenditure related to a leasehold interest in real property will be considered to be made **"on behalf of the Company"** if a lease between a developer and the Company is a capital lease, or is an operating lease having a term of at least ten (10) years, and the real property would not have been constructed or improved but for the Company's interest in leasing some or all of the real property. Only the capital expenditures allocated to the portion of the real property to be leased by the Company will count as Capital Investment. The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, will qualify as Capital Investment hereunder.

g. **"City"** shall have the same meaning as that term in the header paragraph of this Agreement.

h. **"City IDA"** shall have the same meaning as that term in the header paragraph of this Agreement.

i. **"Company"** shall have the same meaning as that term in the header paragraph of

this Agreement.

j. **"County"** shall have the same meaning as that term in the header paragraph of this Agreement.

k. **"Event of Default"** shall have the same meaning as that term is used in Section 10 below.

l. **"Event of Force Majeure"** shall mean without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Virginia or any of their respective departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

m. **"Facility"** shall collectively mean the Project Site along with the Building and any other improvements thereon.

n. **"Facility Lease"** shall mean that certain ten (10) year lease between the Company, as tenant, and the City IDA, as landlord, for the Facility, as more particularly described in Section 4 below.

o. **"Facility Delivery Date"** shall mean the date that the Facility is first made available by the City IDA for possession by the Company under the Facility Lease.

p. **"Government Party" or "Government Parties"** shall mean any one or more of RIFA, the City IDA, the County and the City.

q. **"Maintain"**, as it pertains to a New Job, shall mean that the New Job will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company's employment levels (so long as there is active recruitment for open positions), (ii) strikes and (iii) other temporary work stoppages not to exceed sixty (60) days.

r. **"New Job"** shall mean new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least Fifty Three Thousand Five Hundred Fourteen and 67/100 Dollars (\$53,514.67), excluding standard fringe benefits. Each New Job must require a minimum of either (i) thirty-five (35) hours of an

employee's time per week for the entire normal year of the Company's operations, which "**normal year**" must consist of at least forty-eight (48) weeks, or (ii) one thousand six hundred eighty (1,680) hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth of Virginia, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

s. "**Performance Date**" shall mean the date that is five (5) years after the date of this Agreement. The Performance Date shall be extended one (1) day for each day after the Facility Delivery Date that the Facility is not made available by the City IDA for possession by the Company under the Facility Lease. The City IDA and the Company shall give written notice to RIFA of any extension of the Performance Date.

t. "**Performance Period**" shall mean that period of time commencing on the date of this Agreement and ending on the Performance Date.

u. "**Project Site**" shall have the same meaning as that term is used in Section 1(b) above.

v. "**Recruitment Documents**" shall mean any one or more of this Agreement, the Facility Lease, and any and all performance grant agreements executed by the Company pertaining to State Grants and any other document(s) executed, at the request of RIFA, by the Company in connection with this Agreement.

w. "**RIFA**" shall have the same meaning as that term in the header paragraph of this Agreement.

x. "**State Grants**" shall mean the Commonwealth Opportunity Fund Grant; the Virginia State Enterprise Zone Job Creation Grant; the Virginia State Enterprise Zone Real Property Investment Grant; and the Virginia Jobs Investment Program Grant.

Section 3. - Domestication to Virginia. The Company shall change its state of domestication from the State of Delaware to the Commonwealth of Virginia within one hundred twenty (120) days after the date of this Agreement and then shall maintain a Virginia domicile for the remainder of the Performance Period. The Company shall promptly provide to RIFA written evidence of its Virginia domestication. In the event that an affiliated entity controlled by the Company will actively support the Company's operations at the Facility (the "**Affiliated Operations Entity**"), the Company shall cause the Affiliated Operations Entity to execute a joinder certificate in the form reasonably satisfactory to RIFA's counsel, under which the Affiliated Operations Entity joins this Agreement as a party and agrees to be bound by the same terms and conditions of this Agreement to the same extent as the Company is bound. The Company and the Affiliated Operations Entity, if any, shall be in good standing with the Virginia State Corporation Commission and authorized to transact business in Virginia throughout the



balance of the Performance Period.

Section 4. - Location of Manufacturing Operations in the Facility; the Facility Lease.

a. Generally. Upon the Company's execution of this Agreement, the Company shall execute a Facility Lease in substantially the form set forth in **Schedule 4**, attached hereto and incorporated herein by this reference. During the Performance Period, the Company shall locate its manufacturing operations, along with its marketing and sales offices, in the Facility. Under the Facility Lease, at any time after the first five (5) years of the lease term, the Company shall have the right to terminate the Facility Lease upon giving at least ninety (90) days written notice to the City IDA and to RIFA and payment of any outstanding amounts owed to landlord under the Facility Lease. Such right of termination by the Company is more particularly described in the Facility Lease. In the event of a conflict between this Section 4(a) and the Facility Lease, the provisions of the Facility Lease shall control to the extent necessary to resolve such conflict.

b. Option to Purchase the Facility and Adjacent Land. So long as the Company is not then in default of this Agreement, the Facility Lease or both, during the initial ten (10) year term of the Facility Lease, the Company shall have the option to purchase the Facility and the Adjacent Land from the City IDA (the "**AL Purchase Option**") at the Option Purchase Price (as defined in the Facility Lease). In no event shall the Option Purchase Price be less than One and 00/100 Dollar (\$1.00). To exercise such option, the Company must provide written notice to the City IDA and to RIFA on or before the end of the initial term of the Facility Lease. In the event of a conflict between this Section 4(b) and the Facility Lease, the provisions of the Facility Lease shall control to the extent necessary to resolve such conflict.

Section 5. - Capital Investment and Job Creation by the Company.

a. \$7,951,000.00 Capital Investment. On or before the Performance Date, the Company shall make Capital Investment in the minimum aggregate amount of Seven Million Nine Hundred Fifty One Thousand and 00/100 Dollars (\$7,951,000.00) on or for the Facility. Notwithstanding the foregoing, it shall not constitute an Event of Default under Section 10 below if the Company shall make a Capital Investment of at least Seven Million One Hundred Fifty Five Thousand Nine Hundred and 00/100 Dollars (\$7,155,900.00) on or before the Performance Date.

b. 144 New Jobs. The Company shall create and employ one hundred forty four (144) New Jobs on or before the Performance Date and shall Maintain these New Jobs until at least the Performance Date. On May 1 and November 1 of each year during the Performance Period, the Company shall produce and deliver to RIFA a New Jobs roster itemizing, at a minimum, each New Job and the base pay (excluding fringe benefits), as described in Section 2(r) above and any other information pertaining to New Jobs as may be reasonably requested by RIFA. The Company shall redact from the New Jobs roster any personally identifiable information of its employees. The Company hereby authorizes each of the County's Economic

Development Director, the City Economic Development Director and the RIFA Treasurer or his respective designees to obtain and to verify the information contained in the New Jobs roster from the Virginia Employment Commission. Notwithstanding the foregoing, it shall not constitute an Event of Default under Section 10 below if the Company shall create and Maintain at least one hundred thirty (130) New Jobs on or before the Performance Date.

c. Financial Report. On May 1 and November 1 of each year during the Performance Period, the Company shall produce and deliver to RIFA a general financial report on the status of the Company's business since the date of its opening at the Facility.

Section 6. - Funds Extended to or for the Company.

a. Long-Term/High Impact 50% Real Estate Tax Rebate for Year 1 through Year 5 (estimated at \$72,674.00). Subject to appropriations, each of the County and the City shall rebate to the Company fifty percent (50%) of the real estate taxes imposed upon the Facility that are paid by the Company and actually received by the County and the City, respectively, during the first five (5) tax years after the execution of this Agreement.

b. Long-Term/High Impact 50% Machinery and Tools Tax Rebate for Year 1 through Year 5 (estimated at \$27,270.00). Subject to appropriations, each of the City and the County shall rebate to the Company fifty percent (50%) of the machinery and tools tax imposed upon the Company that are paid by the Company and actually received by the County and the City, during the first five (5) tax years after the execution of this Agreement.

c. Up to \$72,000.00 Danville-Pittsylvania County Enterprise Zone Jobs Grant. The City and the County acknowledge that under the City-County's Enterprise Zone program, the Company's Capital Investment for the Facility and creation of New Jobs as contemplated in this Agreement could qualify for up to Seventy Two Thousand and 00/100 Dollars (\$72,000.00) in value in the form of one-time cash payments of Five Hundred and 00/100 Dollars (\$500.00) per job (the "**D-P Enterprise Zone Jobs Grant**"). The City and the County shall disburse such grant according to the terms and conditions of their Enterprise Zone program. After this grant is disbursed, this grant is not subject to recapture by the City, the County or any other Government Party in the event the Company fails to make the Capital Investment and/or create and Maintain the New Jobs on or before the Performance Date.

d. Waiver of Building Zoning and Land Disturbance Permit Fees, and Water, Sewer and Natural Gas Connection Fees: Estimated Value of \$100,000.00. The County and/or City will waive one hundred percent (100%) of the cost of building zoning and land disturbance permit fees for eligible new construction and expansions in the enterprise zone. Water, sewer and natural gas connection fees paid by the Company will be reimbursed for new construction, and Danville utilities would run all necessary water and sewer lines to the New Facility at its cost. Water and sewer connection fees are reimbursed by Pittsylvania County for new construction and expansions and the Pittsylvania County Service Authority will run necessary water and sewer lines to the

Facility at no charge to the Company. The waivers under this Section 6(d) shall be subject to all the enterprise zone terms and conditions.

e. AL Purchase Option: Land Value of \$300,000.00. As part of the Facility Lease, the City IDA shall grant to the Company the AL Purchase Option as more particularly described in Section 4(b) above, and where the Company shall receive a land value grant equal to Three Hundred Thousand and 00/100 Dollars (\$300,000.00) in the form of a reduction in the net purchase price. In the event of a conflict between this Section 6(e) and the Facility Lease, the provisions of the Facility Lease shall control to the extent necessary to resolve such conflict.

f. State Grant Applications. RIFA or other Government Parties may apply for and accept State Grants as follows:

- i. \$500,000.00 Commonwealth Opportunity Fund Grant. As a condition to and as a part of the application for the Commonwealth Opportunity Fund Grant, RIFA and the Company shall enter into a performance grant agreement with the Virginia Economic Development Partnership. If the application for such grant is approved, RIFA shall disburse the funds upon the Company's satisfaction or achievement of certain performance metrics as set forth in such performance grant agreement.
- ii. \$281,800.00 job creation and \$100,000.00 real property improvement: Virginia State Enterprise Zone Grant. The Facility is located in a Virginia Enterprise Zone. RIFA or the County shall apply for a Virginia State Enterprise Zone Grant from the Virginia Department of Housing and Community Development, estimated at up to Two Hundred Eighty One Thousand Eight Hundred and 00/100 Dollars (\$281,800.00) for job creation and up to One Hundred Thousand and 00/100 Dollars (\$100,000.00) for real property improvements to the Facility. If such application for such grant is approved, RIFA or the County shall disburse the grant according to the terms and conditions of the Virginia Enterprise Zone program.
- iii. \$127,260.00 Virginia Manufacturing Sales and Use Tax. The Company may realize a savings from sales and use tax exemptions of up to One Hundred Twenty Seven Thousand Two Hundred Sixty and 00/100 Dollars (\$127,260.00), subject to the Company's compliance with all applicable rules, regulations, and requirements for claiming such exemptions.
- iv. \$129,600.00 Virginia Jobs Investment Program Grant. RIFA shall assist the Company in applying for grants under the Virginia Economic Development Partnership's Virginia Jobs Investment Program, estimated at One Hundred Twenty Nine Thousand Six Hundred and 00/100 Dollars

(\$129,600.00). If such application for such grant is approved, the Virginia Economic Development Partnership (or if allowed by the program, RIFA) shall disburse the grant according to the terms and conditions of the Virginia Jobs Investment Program.

The Company shall reasonably cooperate with the Government Parties in connection with the applications for the State Grants, including without limitation providing financial information about the Company, the Company's planned Capital Investments, and the creation schedule of the New Jobs.

The Government Parties acknowledge that one or more advances of the State Grants could be made by RIFA or other Government Party applying for such grants, provided that the advanced disbursements are adequately secured in the sole and absolute determination of such applicant Government Party, in the event that the Company does not meet the performance metrics or other requirements for such State Grant.

Section 7. - Capital Investment Report and Unaudited Annual Financial Statements. The Company shall provide a signed report to RIFA annually, beginning January 1, 2025, documenting the Company's progress in Capital Investment and in maintenance of the Capital Investment. The Company further agrees that each of the County's Economic Development Director, the City Economic Development Director and the RIFA Treasurer or his respective designees are authorized to verify all taxable Capital Investment and related information through the Office of the Commissioner of Revenue for the County. Along with the report in this Section, the Company shall provide to RIFA (i) unaudited financial statements covering the previous twelve (12) month period, prepared under generally accepted accounting principles (GAAP) as used in the United States of America and (ii) documentation or other information reasonably satisfactory to RIFA demonstrating the Company's plans to have sufficient working capital to operate its business for at least the next eighteen (18) months and to meet its required Capital Investment as set forth in this Agreement.

Section 8. - Affiliation with RBW Sports and Classics Limited, U.K. At all times during the Performance Period, the Company shall maintain its current affiliation with RBW Sports and Classics Limited, U.K. The Company shall give immediate written notice to RIFA in the event of a change in the Company's affiliation with RBW Sports and Classics Limited, U.K. or in the ownership of the Company.

Section 9. - Representations and Warranties of the Company. As of the date of this Agreement and continuing until the Performance Date, the Company hereby represents and warrants to each Government Party the following:

a. The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the Commonwealth of Virginia as of the date of this Agreement and after the Company performs under Section 3 above, and is authorized to transact

business in all jurisdictions in which it is required by law.

b. This Agreement, the transactions contemplated herein, and the other Recruitment Documents to be executed by the Company have been or shall have been approved by all necessary corporate action by the Company; and the persons executing this Agreement and any of the other Recruitment Documents to be executed by the Company have or shall have full and complete authority to execute and deliver the same for and on behalf of the Company.

c. The execution, delivery, and performance of this Agreement, the other Recruitment Documents, and the consummation of the transactions contemplated hereby and thereby by the Company will not violate, conflict with, or result in any default under, or cause any acceleration of any obligation under, any (i) Articles of Incorporation, Shareholders' Agreement, or other organizational documents of the Company; (ii) any existing contract, agreement, note, or other document to which the Company is a party, or by which the Company is bound; or (iii) any orders, decrees, or laws of any jurisdiction applicable to and binding upon the Company.

d. This Agreement and all other Recruitment Documents constitute the legal, binding and enforceable obligations of the Company in accordance with the terms contained herein or therein.

e. Except as is set forth in **Schedule 9**, there is no pending or threatened litigation or proceeding against the Company or RBW Sports and Classics Limited, U.K. which may materially adversely affect the financial condition, business operations, or business prospects of the Company.

f. Neither the Company nor RBW Sports and Classics Limited, U.K. is in material default with respect to any existing indebtedness incurred by either of them.

g. All financial statements, certificates, resolutions, and other information or documentation furnished to any one or more of the Government Parties prior to the date of this Agreement by the Company or RBW Sports and Classics Limited, U.K. are true, correct, and accurate, and no such information fails to disclose or misrepresents any information which could materially or adversely affect the transactions contemplated in this Agreement; and neither the Company nor RBW Sports and Classics Limited, U.K. has failed to disclose any information which could materially and adversely affect the business or financial condition of the Company.

**Section 10. - Event of Default.** It shall be an Event of Default upon the occurrence of any one or more of the following events:

a. The occurrence of any default under this Agreement, or any other Recruitment Document which is not cured within sixty (60) days after written notice to the Company of such default (or if such default cannot reasonably be cured within such sixty (60) day period, then if

the Company fails to substantially begin such cure within such sixty (60) day period or fails thereafter to diligently pursue such cure);

b. The Company discontinues business for a period of sixty (60) days or more, or materially changes the nature of the Company's business;

c. The Company (i) files a petition or has a petition filed against it under the Bankruptcy Code or any proceeding for the relief of insolvent debtors which is not dismissed within sixty (60) days of such filing; (ii) is subject to the entry of an order for relief by any court of insolvency; (iii) makes an admission of insolvency seeking the relief provided in the Bankruptcy Code or any other insolvency law; (iv) makes an assignment for the benefit of creditors; (v) has a receiver appointed, voluntarily or otherwise, for its property; or (vi) becomes insolvent, however otherwise evidenced;

d. The controlling owner of the Company (i) files a petition or has a petition filed against it under the Bankruptcy Code or any proceeding for the relief of insolvent debtors which is not dismissed within sixty (60) days of such filing; (ii) is subject to the entry of an order for relief by any court of insolvency; (iii) makes an admission of insolvency seeking the relief provided in the Bankruptcy Code or any other insolvency law; (iv) makes an assignment for the benefit of creditors; (v) has a receiver appointed, voluntarily or otherwise, for its property; or (vi) becomes insolvent, however otherwise evidenced;

e. The Company is not in good standing with the Virginia State Corporation Commission after having received at least sixty (60) days written notice; or

f. An officer or controlling owner of the Company (i) is convicted of a felony, or (ii) is convicted of any other crime involving lying, cheating, stealing, fraud, misappropriation, or other similar acts of dishonesty.

Section 11. - Upon Occurrence of an Event of Default. In addition to and not in lieu of any other remedies or relief made available to any one or more of the Government Parties under this Agreement, at law or in equity, upon the occurrence of an Event of Default, irrespective of whether any Government Party has terminated this Agreement, each Government Party (as the case may be) may elect any one or more of the following:

a. The Government Party may immediately cease to disburse any further payments to or for the Company under this Agreement or the Recruitment Documents;

b. The Government Party may give written notice to the Company exercising the right to accelerate the Company's obligation to repay its unpaid indebtedness of the Company to that Government Party, declaring the outstanding balance to be immediately due and payable;

c. The City IDA shall have the right to deem that the Company is in default of the

Facility Lease;

d. Upon giving written notice to the Company, the Government Party shall have the right, but not the obligation, to offset any amounts owed by the Government Party against amounts owed or claimed to be owed by the Company; and/or

e. The Government Party may pursue any and all other remedies available to it under this Agreement, any one or more of the Recruitment Documents or applicable law.

Section 12. - Audit and Guideline Requirements. Upon reasonable prior written request, the Company shall allow each of the County's Economic Development Director, the City Economic Development Director and the RIFA Treasurer (or his respective designees) reasonable access during regular business hours to all records pertaining to the Company's employment and investment at the Facility, and the Company shall cooperate with RIFA in any audit of such records by furnishing all information necessary to verify the Company's performance under this Agreement. In return, each of RIFA, the County and the City agrees to maintain the confidentiality of any and all proprietary, confidential and/or sensitive information, including without limitation personal payroll earnings or similar information that those Government Parties or its designees may receive or access.

Section 13. - Force Majeure. Notwithstanding the foregoing, if the Company does not meet the New Job and Capital Investments requirements because of an Event of Force Majeure, the Performance Date will be extended day-for-day by the delay in meeting the targets caused by the Event of Force Majeure.

Section 14. - Subject to Annual Appropriations. As provided under Virginia law, the obligations of the Government Parties to pay the cost of performing its obligations under this Agreement are subject to and dependent upon annual appropriations being made from time to time by the governing body of such Government Party, for such purpose.

Section 15. - Non-waiver. No waiver of any term or condition of this Agreement by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

Section 16. - Attorneys' Fees. Each of the parties shall be solely responsible for their respective attorneys' fees in the negotiating, drafting, and execution of this Agreement and any of the transactions contemplated hereby.

Section 17. - Other Documents. The parties agree that they shall execute, acknowledge, and deliver all such further documents as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement.

Section 18. - Default. In the event that a party to this Agreement incurs attorneys' fees and/or costs in pursuing or defending an alleged breach of this Agreement, the non-prevailing party, in addition to any other remedy, shall be responsible for the reasonable attorneys' fees and costs incurred by the prevailing party. The parties retain all rights at law and in equity to enforce the provisions of this Agreement in accordance with applicable law.

Section 19. - Entire Agreement. This Agreement and the schedules hereto contain the entire agreement and understanding of the parties to this Agreement with respect to the transactions contemplated hereby; and this Agreement and the schedules hereto supersede all prior understandings and agreements of the parties with respect to the subject matter hereof.

Section 20. - Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Section 21. - Notices. Any notice required or contemplated to be given to any of the parties by any other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

**If to RIFA:**

Danville-Pittsylvania Regional  
Industrial Facility Authority  
Attn.: Susan M. DeMasi, Secretary  
427 Patton Street  
P.O. Box 3300 (zip code 24543)  
Danville, VA 24541

*With a copy to:*  
Michael C. Guanzon, Esq.  
Christian & Barton, L.L.P.  
901 E. Cary Street  
Suite 1800  
Danville, VA 24541

**If to the County:**

Attn.: Matthew D. Rowe  
Director of Economic Development  
1 Center Street  
P.O. Box 426  
Chatham, VA 24531

*With a copy to:*  
J. Vaden Hunt, Esq.  
County Attorney  
1 Center Street  
P.O. Box 426  
Chatham, VA 24531

**If to the City IDA or the City:**

Attn.: Corrie T. Bobe  
Director of Economic Development  
427 Patton Street  
P.O. Box 3300 (zip code 24543)  
Danville, VA 24541

*With a copy to:*  
W. Clarke Whitfield, Jr., Esq.  
City Attorney  
427 Patton Street, Room 421  
P.O. Box 3300 (zip code 24543)



Danville, VA 24541

**If to the Company:**

Attn: Ryan J. Morris, CEO  
1350 Barker Road  
Danville, VA 24541

**With a copy to:**

Howard Cooper  
151-153 Park Road  
St. Johns Woods  
London, NW8 7HT  
United Kingdom

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate. Copies as set forth in this Section 21 are provided as a courtesy and shall not be required to effectuate notice as provided herein.

Section 22. - Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state court located in Pittsylvania County, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Agreement, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement of judgments. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

Section 23. - Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

Section 24. - Amendment, Modification and/or Supplement. The parties may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the parties or their successors in interest.

Section 25. - Gender and Number. Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

Section 26. - Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

Section 27. - Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Section 28. - Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue.

Section 29. - No Third-Party Beneficiaries. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

**[SIGNATURES ARE ON FOLLOWING PAGES.]**

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

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

By: \_\_\_\_\_  
William V. Ingram, Chairman

**ATTEST:**

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

**COMMONWEALTH OF VIRGINIA, AT LARGE**  
**CITY/COUNTY OF \_\_\_\_\_**, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2024, by **WILLIAM V. INGRAM**, in his capacity as Chairman of **DANVILLE-PITTSYLVANIA REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_

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

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

By: \_\_\_\_\_  
T. Neal Morris, Chairman

**ATTEST:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Corporate Secretary  
Industrial Development Authority of Danville, Virginia

**COMMONWEALTH OF VIRGINIA, AT LARGE**  
**CITY/COUNTY OF \_\_\_\_\_**, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by **T. NEAL MORRIS**, in his capacity as Chairman of **INDUSTRIAL DEVELOPMENT AUTHORITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_

- List of Schedules  
1(b) - The Project Site  
1(c) - Summary of Incentives  
4 - The Facility Lease

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

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

By: \_\_\_\_\_  
Darrell Dalton, Chairman  
Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
**J. Vaden Hunt**  
Clerk  
Pittsylvania County Board of Supervisors

**COMMONWEALTH OF VIRGINIA, AT LARGE**  
**CITY/COUNTY OF \_\_\_\_\_**, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by **DARRELL DALTON**, in his capacity as Chairman of the Board of Supervisors of **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_

- List of Schedules  
1(b) - The Project Site  
1(c) - Summary of Incentives  
4 - The Facility Lease

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

**CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation

By: \_\_\_\_\_  
Kenneth F. Larking  
City Manager

**ATTEST:**

\_\_\_\_\_  
**Susan M. DeMasi**  
City Clerk  
City of Danville, Virginia

**COMMONWEALTH OF VIRGINIA, AT LARGE**  
**CITY/COUNTY OF \_\_\_\_\_**, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2024, by **KENNETH F. LARKING**, in his capacity as City Manager of **CITY OF DANVILLE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: \_\_\_\_\_.

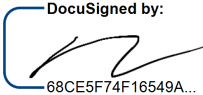
\_\_\_\_\_  
Notary Public  
Registration No. \_\_\_\_\_

- List of Schedules  
1(b) - The Project Site  
1(c) - Summary of Incentives  
4 - The Facility Lease

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

**RBW SPORTS & CLASSICS, INC.**, a Delaware corporation

8/21/2024

By:   
68CE5F74F16549A...  
\_\_\_\_\_  
Ryan J. Morris  
CEO

List of Schedules

- 1(b) - The Project Site
- 1(c) - Summary of Incentives
- 4 - The Facility Lease

**Schedule 1(b)**  
(The Project Site)

**ALL** of that certain lot, tract, or parcel of land, together with improvements thereon and appurtenances thereunto belonging, situate in Pittsylvania County, Virginia, and more particularly described as follows:

**LOT 1A, containing approximately 10 acres**, more or less, fronting on State Road 733 (Barker Road), as shown on "Plat of Survey for Industrial Development Authority of Danville, Virginia showing the Subdivision of Lot 1 Cane Creek Center creating Lot 1A & Lot 1B" by Shanks Associates, P.C., dated April 6, 2022, recorded in the Clerk's Office of the Circuit Court of Pittsylvania County, Virginia (the "**Clerk's Office**") as Instrument No. 23-00602; and

**AND BEING, IN FACT**, a portion of the same property conveyed by 22 Stars, Inc., a Texas corporation, to Industrial Development Authority of Danville, Virginia, a political subdivision of the Commonwealth of Virginia, by deed dated October 19, 2019, and recorded in the Clerks' Office as Instrument No. 19-05251, at page 105, to which plat and deed specific reference is here made for a more particular description of the property herein described.

Reference is here made to those certain Cane Creek Centre Declaration of Protective Covenants, dated July 12, 2005, and recorded in the Clerk's Office as Instrument No. 05-06158, in Deed Book 1505, at page 237, as amended by Instrument No. 12-03321, at page 104, and supplemented by Instrument No. 14-00362, at page 1, and Instrument No. 15-00596, at page 1, and as amended by Instrument No. 22-05040, at page 5.

This property is made subject to all easements, conditions, restrictions and agreements of record affecting the real estate hereby described or any part thereof.



**Schedule 1(c)**  
(Summary of Incentives)

LOCAL INCENTIVES*	Value or Max. Value
Long-Term/High Impact 50% Real Estate Tax Rebate for Year 1 through Year 5 (§6(a)) – estimated value	\$72,674.00
Long-Term/High Impact 50% Machinery and Tools Tax Rebate for Year 1 through Year 5 (§6(b)) – estimated value	\$27,270.00
Danville-Pittsylvania County Enterprise Zone Jobs Grant (§6(c))	\$72,000.00
Waiver of Building Zoning and Land Disturbance Permit Fees, and Water and Sewer Connection Fees (§6(d)) – estimated value	\$100,000.00
Adjacent Land Purchase Option – Land Value (§6(e))	\$300,000.00
<b>Total</b>	<b>\$571,944.00</b>
STATE INCENTIVES*	Value or Max. Value
Commonwealth Opportunity Fund Grant (§6(f)(i))	\$500,000.00
Virginia State Enterprise Zone Grant – job creation (§6(f)(ii))	\$281,800.00
Virginia State Enterprise Zone Grant – real property improvements (§6(f)(ii))	\$100,000.00
Virginia State Manufacturing Sales and Use Tax Exemption (§6(f)(iii))	\$127,260.00
Virginia Jobs Investment Program Grant (§6(f)(iv))	\$129,600.00
<b>Total</b>	<b>\$1,138,660.00</b>
<b>TOTAL LOCAL AND STATE INCENTIVES*</b>	<b>\$1,710,604.00</b>

\*Any and all advances of cash incentives are secured by collateral provided by the Company, in the event that the Company does not meet the performance metrics or other requirements for such cash incentives.

**Schedule 4**  
(The Facility Lease)

See attached.

**Schedule 9**  
(Pending Litigation)

1. *RBW Sports and Classics Limited v. Continental Engineering Services Limited*, Case No. \_\_\_\_\_, \_\_\_\_\_ Court of \_\_\_\_\_. Contract litigation initiated in the United Kingdom by RBW Sports and Classics Limited (“RBW”), wherein RBW is seeking recovery of damages occasioned by Continental Engineering Services Limited’s (Continental”) alleged breach of contract for Continental’s provision of mechanical/software components. No claim or counterclaim has been or is expected to be asserted against RBW by Continental.



**BOARD OF SUPERVISORS  
EXECUTIVE SUMMARY**

**Action Item**

<b>Agenda Title:</b>	Revised ODAC Lease Approval		
<b>Staff Contact(s):</b>	Vaden Hunt		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.i.
<b>Attachment(s):</b>	1.	ODAC Lease (2024)	
<b>Reviewed By:</b>	JVH		

**SUMMARY:**

Currently, the County leases office space from the Olde Dominion Agricultural Foundation, Inc. ("ODAF"), at the Olde Dominion Agricultural Center ("ODAC"), at 19783 U.S. Highway 29, Chatham, Virginia 24531. Said lease is past due for renewal. The revised lease's ("Revised Lease") term will be from July 1, 2024, to June 30, 2025, for the lease of 3,000 square feet, paid in one (1) installment not later than September 1, 2024. The Revised Lease's rent shall be \$72,120.00. Rent shall include, at no additional costs, fees, or expense to the County, the following: utilities, structural components, capital expenditures, fire and casualty insurance, real estate taxes, janitorial services, paper products, light bulbs, landscaping, lawn maintenance, snow removal, waste disposal, maintenance of the premises/center, storage space, and tenant conference room usage. The County will be responsible for the following: telephone, and internet services, alterations, environmental requirements, insurance on personal property, liability insurance, reporting to ODAC of any condition of damages to persons or property. The ODAF approved the Revised Lease at its last Board Meeting. For the Board's review and consideration, the Revised Lease is attached.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Annual rental payment of \$72,120.00. This is a budgeted item, and no additional funds are needed.

**RECOMMENDATION:**

County Staff recommends the Board approve the Revised Lease as attached and presented.

**MOTION:**

“I make a Motion approving the Revised Lease as attached and presented.”

## LEASE

This LEASE made the 28<sup>th</sup> day of August, 2024 by and between **OLDE DOMINION AGRICULTURAL FOUNDATION, INC.**, a Virginia non-stock, non-profit charitable corporation (“Landlord”), and the **BOARD OF SUPERVISORS OF PITTSYLVANIA COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (“Tenant”), (individually “Party;” collectively “Parties”).

## WITNESSETH

That for and in consideration of the mutual covenants and agreements herein contained, the Parties do hereby covenant and agree as follows:

1. **RECITALS.** Landlord is the owner of the Olde Dominion Agricultural Center, whose address is 19783 U.S. Highway 29 Chatham, Virginia, 24531, U.S. Highway 29 North, Chatham, Virginia (“Center”). Pursuant to the terms of this Lease, Landlord desires to lease and demise the Premises to Tenant and Tenant desires to rent approximately 3,000 square feet of the Center from Landlord (“Premises”). A measured drawing on the Premises is attached hereto as Exhibit “A” and made a part fully hereof.

2. **LEASE OF THE PREMISES.** Landlord hereby Leases and demises, and Tenant hereby rents the Premises under the terms and conditions set forth in this Lease. Landlord warrants and covenants that it has the right to Lease the Premises on such terms and conditions. The Premises is currently free from any zoning or any other restrictions prohibiting Tenant’s authorized use of occupancy of the Premises, and the Tenant shall reasonably and quietly hold the Premises for the term of this Lease, if Tenant faithfully performs its obligations hereunder.

3. **TERM OF THE LEASE.** The Lease’s terms shall be from July 1, 2024, to June 30, 2025 (“Term”). Said Term may be extended, by mutual, written agreement of the Parties. Tenant shall provide Landlord written notice not less than sixty (60) days prior to end of the Term of the Tenant’s intent to terminate and/or extend the Lease’s Term.

4. **RENT.** The rent for the Premises for the Term shall be seventy-two thousand, one-hundred and twenty dollars and 00/100 cents (\$72,120.00). Rent shall be paid in one (1) installment not later than September 1, 2024. Rent shall include, at no additional costs, fees, or expenses, all the Landlord Responsibilities and Additional Services detailed in Section 6(A) of this Lease.

5. **USE OF LEASED PREMISES.** Tenant agrees to use and occupy the Premises for offices for the Virginia Cooperative Extension Service (“VCE”). Tenant will not use the Premises or allow the Premises to be used for any other purpose, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. The Premises shall not be used for any purpose, or in any manner, that constitutes a violation of any federal, state, city, county, or town law, ordinance, rule, or regulation.

6. **RESPONSIBILITIES OF LANDLORD AND TENANT.**

**A. Landlord Responsibilities; Additional Services:**

**Utilities.** During any and all Term or Terms of this Lease, Landlord shall be solely responsible for any and all utilities, except internet and telephone service, including any separately metered utilities, used or consumed upon the Premises by Tenant, including but not limited to electricity, water, and gas services provided to the Premises. Landlord will not be in default of this Lease in the event of an interruption of services utility to the Premises and/or Center. All utilities provided to the Premises/Center that are metered in common with other tenants or Center staff shall also be the Landlord's responsibility.

**Structural Components. Capital Expenditures; Fire and Casualty Insurance; Real Estate Taxes.** The Landlord agrees to be fully and solely responsible for the maintenance and repair of the structural portions of the Center/Premises, which include the roof, foundation and load-bearing walls outside of the interior of the improvements on the Premises/Center. Landlord shall maintain fire and casualty insurance on the building, fixtures, and other improvements that are part of the Premises/Center and the common areas of the condominium complex. Tenant shall be named as an additional insured on such fire and casualty insurance; this insurance shall provide ten (10) days written notice to Tenant before termination; and subrogation against the Tenant shall be waived. Landlord shall be responsible for the payment of real estate taxes assessed against the Premises/Center and all other appropriate fees and assessments.

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

**Landscaping; Lawn Maintenance; Snow Removal.** Landlord agrees to be fully and solely responsible for landscaping, lawn maintenance, and snow removal of or related to the Premises/Center.

**Waste Disposal.** Landlord agrees to be fully and solely responsible for trash and waste disposal, including the cost of storage and removal of the same from the Premises/Center. Landlord shall abide by all laws, rules, ordinances, and regulations established by any governmental body, entity, or political subdivision, regarding the collection, storage and disposal of waste on the Premises/Center.

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

**Storage Space.** Landlord agrees to provide five hundred square feet (500 sq. ft.) of storage space in a secured lot located onsite. This storage space should only be utilized for storage of the VCE-

owned enclosed trailer. The Landlord also agrees to provide one thousand square feet (1000 sq. ft.) of storage space inside of ODAC's storage buildings, located in a secured lot for storage of freight deliveries. This storage space is not intended to store office supplies and materials.

**Tenant Conference Room Usage.** Landlord agrees to allow each extension agent (up to three (3) agents), free usage of one (1) ODAC conference room, for one (1) meeting per month. Availability is limited and meetings will need to be approved by ODAC staff to ensure paid events are given priority. The free tenant usage should only cover business meetings and **will not** cover usage of events that are sponsored or where meals are provided. To secure the free tenant meetings, the agent will be required to submit a tenant request form to ODAC's Facility Director for scheduling. Any event that is sponsored or will be serving food will be subjected to pay for rental space at a discounted tenant rate.

#### **B. Tenant Responsibilities:**

**Telephone and Internet Service.** During any and all Term or Terms of this Lease, Tenant shall be solely responsible for telephone and internet service for the Premises.

**Alterations.** Tenant shall not alter the Premises without the prior written consent of Landlord, which consent shall not be reasonably withheld. Tenant shall bear the costs of any and all alterations and installations that it makes. Unless the Parties agree in writing otherwise, such alterations shall be the property of Landlord at the termination of this Lease.

**Environmental Requirements.** Hazardous Materials, as herein defined, may only be brought upon the Premises, if required during daily operations of the Tenant's business on the Premises. All such Hazardous Materials must be disclosed and approved by Landlord, in writing, which approval shall not be unreasonably withheld. If so approved, such Hazardous Materials shall be used, handled, stored, and disposed of in accordance with applicable laws, regulations and rules. For purposes of this paragraph and Lease, "Hazardous Materials" means any substance defined as "Hazardous Substances", "Hazardous Waste", "Hazardous Material", or "Toxic Substances" under any applicable Federal, State, or local laws, statute\$, ordinances, regulations, orders, or decrees now applicable to the Premises, including, without limitation, those terms as defined by the Resource Conservation Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sec. 6901 *et seq.* the Comprehensive and Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Sec 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), pesticides regulated under FIFRA, PCBs, and other substances regulated under TSCA; chemicals subject to OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200 *et seq.*; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA, or any successor future statutes, laws, regulations, orders or decrees. The term "Environmental Law" means any of the above referenced Federal acts or their State equivalents, or any other Federal, State, or local laws and regulations including, without limitations, the Solid Waste Disposal Act, and any and all other statutes, ordinances, regulations, orders or decrees, which are now or will in the future are applicable to the Premises during the term of this Lease.

Tenant agrees that it will be solely responsible for all and any fines; penalties, assessments, costs



of cleaning up, and remediating the Premises, and all other affected property, for any and all Hazardous Materials brought it brings to the Premises.

**Insurance on Personal Property.** It shall be the Tenant's sole responsibility to protect and to insure all personal property located on or in the Premises against theft, fire, and other perils, whether such personal property is leased under this Lease, or is owned by the Tenant, their representatives, agents, employees, occupants, licensees, guest, invitees, or any other person or entity. Landlord will not be responsible for personal property.

**Liability Insurance.** Tenant shall provide and keep in force, for the protection of the general public and the Landlord, liability insurance against claims for bodily injury or death upon the Premises. Such coverage shall be in a form and in such amounts as generally accepted in Virginia, but in no event shall such coverage be less than One Million Dollars (\$1,000,000.00) for bodily injuries or death to any one (1) person and Two Million Dollars (\$2,000,000.00) for bodily injuries or death to more than one (1) person arising from the same incident or occurrence. Landlord shall be named as an additional insured on such liability insurance; this insurance shall provide ten (10) days written notice to Landlord before termination; and subrogation against the Landlord shall be waived. Upon request of the Landlord, Tenant will provide Landlord with a certificate of insurance or other documentation confirming the insurance is in effect.

**Reporting to Landlord.** Tenant shall promptly give notice to Landlord of any condition of the Premises that comes to the attention of Tenant whether through its personal observation, or through reports from its employees, representatives, invitees, or licensees, which may give rise to damage to persons or property. Landlord shall not be liable to Tenant, its employees, licensees, or invitees for failure to make any repairs required by Landlord or damages as a consequence thereof, unless written notice of the necessity thereof has been given by Tenant to Landlord, specifying in reasonable detail the repairs required.

**7. TRADE FIXTURES AND EQUIPMENT.** All trade fixtures and equipment, that are supplied or installed on the Premises at Tenant's sole expense, shall be maintained by Tenant and will remain the property of Tenant. Trade fixtures and equipment include any items installed by Tenant that can be removed from the Premises without material damage. Landlord shall have no responsibility for this property. Tenant may remove these items within ten (10) days from the termination of this Lease, provided: (i) Tenant is not in default hereunder at the time of termination; (ii) Removal of the items can be accomplished without material damage to the Premises; (iii) Tenant, within a reasonable time (not to exceed thirty (30) days after removal), shall reimburse Landlord for the costs of repairing any and all resulting damages relating to the removal of such fixtures.

**8. DAMAGE TO PREMISES BY FIRE.** In the event the Premises is damaged by fire or any other casualty or peril such that makes the Premises untenable in whole or in part, either Party may elect to terminate the Lease's term, effective as of the date of fire or casualty, by written notice given to the other Party within thirty (30) days after such date. All proceeds of fire and casualty insurance policies provided by Landlord shall be paid over to Landlord or its designated loss payee.

**9. EMINENT DOMAIN.** In the event the whole of the Premises (or such a substantial part thereof that it is rendered unsuitable for Tenant's purposes) shall be taken by public authority under the

power of eminent domain or like-power, this Lease shall terminate as of the date possession is required to be delivered to the appropriate authorities. Landlord shall be entitled to all such awards or damages as may be allowed. Termination of this Lease by condemnation or the exercise of eminent domain shall not deprive Landlord of any remedy which existed prior to the termination.

**10. HOLD HARMLESS.** Tenant acknowledges that Landlord shall not be liable for any damage to property or injury arising from Tenant's occupation or use of the Premises, except as may be caused by Landlord's failure to perform under the Lease, whether by or from electricity, fire, water, ice, snow, storm, or sewage, or any other cause. Landlord will not be liable for any damage or inconveniences to Tenant which may result from the improper functioning of the HVAC systems, any other mechanical apparatus, facilities, and utilities, whether caused by breakdown, defrosting process, or otherwise.

To the extent allowed by Virginia law, Tenant promises and agrees to insure, protect, and save harmless Landlord from any damages, loss, liabilities, judgments, claims, costs, or expenses resulting or arising from any damages, loss or expense resulting from the negligence, unlawful, or willful acts or omissions of Tenant, Tenant's employees, representatives, licensees, or invitees, or from Tenant's failure to perform any obligations imposed upon it by law or the provisions of this Lease.

Landlord promises and agrees to insure, protect, and save harmless Tenant from any damages, loss, liabilities, judgments, claims, costs, or expenses resulting or arising from any damages, loss, or expense resulting from the negligence, unlawful, or willful acts or omissions of Landlord, Landlord's employees, representatives, licensees, or invitees, or from Landlord failure to perform any obligations imposed upon it by law or the provisions of this Lease.

**11. ENTRY OF LANDLORD.** Upon reasonable notice, Landlord may enter Premises to do the following

- Inspect or protect the Premises;
- Effect compliance with any law, order or regulation of any lawful authority;
- Make or supervise repairs, alterations, or additions;
- Exhibit the Premises to prospective Tenants, purchasers, or other persons, and within thirty (30) days prior to the expiration of this Lease, to place upon the Premises "'To Let" or "For Lease" signs; and/or
- Alter, maintain, or repair the Premises for occupancy at a time after Tenant has vacated the Premises.

Authorized entry by Landlord shall not constitute an eviction of Tenant or a prohibition of Tenant's rights, alter the obligations of Tenant, or create any rights in Tenant adverse to Landlord's rights and interests hereunder.

**12. DEFAULT.** As used in the Lease, the term "Event of Default" shall mean any of the following:

**For the Tenant:**

- Tenant's failure to provide the services as agreed and set forth under paragraph 4 of this Lease, or to pay any other amounts payable by Tenant to landlord hereunder within thirty (30) days after such are due and payable;
- Tenant's failure after receipt of demand from Landlord to fulfill within a reasonable time any obligation imposed on Tenant by this Lease; or
- Tenant abandons or vacates the Premises.

**For the Landlord:**

Landlord's failure, after receipt of demand from Tenant, to fulfill within a reasonable time, not exceeding thirty (30) days from date of notice, any obligation imposed on Landlord by this Lease. Upon the happening of an "Event of Default," Landlord, at its option, may: If default consists in whole or in part of Tenant's failure to comply with the terms of this Lease after thirty (30) days' notice by Landlord to Tenant, either terminate the Lease or terminate the Tenant's right to possession, without terminating the Lease. Upon termination of this Lease, for any reason, or upon termination of Tenant's right of possession, Tenant shall promptly surrender possession to Landlord and vacate the Premises or Landlord may re-enter the Premises, by force if required, and expel the Tenant or anyone claiming under the Lease and remove the property of any of them upon reasonable notice, Landlord being absolved of any liability or claim for damages for doing anything reasonably necessary or appropriate in connection therewith. Landlord's taking of possession shall not deprive Landlord of any right or remedy available under this Lease, or at law or in equity.

Tenant will be responsible for all costs and expenses incurred by Landlord, including reasonable attorney's fees, in taking possession, or any amounts which may be due from Tenant to Landlord, or which may become due. Any personal property of Tenant, or others through Tenant, which is left on the Premises and not removed within thirty (30) days after termination shall be deemed abandoned by the Tenant and may be sold by Landlord and the proceeds applied against costs, fees; damages, or other liabilities of Tenant under this Lease. Tenant hereby appoints Landlord as their attorney-in-fact for this purpose, and Landlord's authority shall not terminate upon the disability of Tenant or any one of them.

Landlord will be responsible for all costs and expenses incurred by Tenant, including reasonable attorney's fees, if Tenant is required to act against Landlord for failure to perform its obligations under this Lease.

**13. NOTICE AND REPORTS.** Any notice, reports, statements, approvals, consent, resignation, or demand or request given, and any options or elections to be exercised by a party under the provisions of the Lease shall be effective only if made in writing, by hand-delivery with signed dated receipts thereof, delivered by certified or registered mail, or some other form of acceptable delivery which commands a receipt of delivery, to the other party at the applicable address set forth below. However, either party may designate a different address by giving the other party written notice of the change. Tenant shall pay rentals payable to Landlord at the same address prescribed for delivery of written notice.

**14. NOTICE.** Notice to Landlord or Tenant shall be deemed given, if by hand-delivery, when delivered, or if by mail, or some other form of delivery, which commands a receipt, when mailed or delivered to carrier as follows:

**To Landlord:**

Olde Dominion Agricultural Foundation, Inc.  
19783 U.S Highway 29  
Chatham, Virginia 24531

**To Tenant:**

Pittsylvania County, Virginia  
c/o County Administrator  
1 Center Street  
P.O. Box 426  
Chatham, Virginia 24531

**15. SUBLETTING AND ASSIGNMENT.** Tenant shall not have the right or authority to assign or sublet the Premises without Landlord's prior written consent.

**16. CONDITION OF THE PREMISES UPON TERMINATION.** Upon termination, Tenant will leave the Premises in good repair. In so doing, Tenant will have the Premises thoroughly cleaned and repaired prior to the surrender of possession to its same condition as the commencement of this Lease, reasonable wear and tear excepted. If Landlord is required to clean and/or repair the Premises after termination, the related cost and expense will be charged to Tenant.

**17. CONSULTANT.** Landlord and Tenant acknowledge that there has not been a licensed real estate salesperson involved in the negotiation of this Lease on behalf of either party, who is under an agreement to receive a commission.

**18. CONSTRUCTION OF THE LEASE.** This Lease shall be construed and enforced according to the Laws of the Commonwealth of Virginia. Headings relating to the contents of a particular paragraph are inserted only for the purpose of convenience and are not to be construed as parts of any particular paragraphs to which they refer. Any exhibit attached to this Lease shall be deemed an original part of this Lease, only if initialed by the parties and bearing the same date as the Lease. The failure of the either party to insist upon strict performance of any of the covenants or conditions of this Lease shall not be deemed a waiver of any such covenants, conditions, or options upon a future breach. This Lease contains all the understandings between the parties, and may not be modified, except in writing, signed by all Parties hereto or their successors. This Lease shall be binding upon the Parties their heirs, estates, assigns, or other successors in interest.

**19. RECORDATION OF MEMORANDUM OF LEASE.** Upon the request of either Party, the other Party will, in good faith, cooperate in the preparation and execution of recordable instruments describing the parties, the Premises, the basic terms of this Lease, and other such

portions hereof as either Party may desire to be included in such instrument. The Party designed to record such instrument may do so at its expense.

**20. SIGNING EFFECTIVE LEASE.** All rights and liabilities hereunder shall benefit and bind the successors, heirs, and assigns of the Parties.

**IN WITNESS HEREOF**, the Parties have executed this Lease as of the day and year first written below.

**LANDLORD:**

**OLDE DOMINION AGRICULTURAL FOUNDATION, INC.**

By: Roger P. Jefferson (SEAL)  
Title: CHAIR PERSON

COMMONWEALTH OF VIRGINIA; PITTSYLVANIA COUNTY

TO-WIT:

The foregoing lease instrument was acknowledged before me by ROGER JEFFERSON on behalf of the Olde Dominion Agricultural Foundation, in (his/her) capacity as of this date AUG 28, 2024.

My Commission expires: MARCH 31, 2025

Notary Public: Elizabeth K. Hammond



**TENANT:**

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

By: \_\_\_\_\_ (SEAL)  
Title: Chairman

COMMONWEALTH OF VIRGINIA; PITTSYLVANIA COUNTY

TO-WIT:

The foregoing lease instrument was acknowledged before me by \_\_\_\_\_ on behalf of the Board of Supervisors of Pittsylvania County, Virginia, in (his/her) capacity as of this date \_\_\_\_\_.

My Commission expires:

Notary Public:

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Action Item

<b>Agenda Title:</b>	FY 2025 Capital Improvements Project List Approval		
<b>Staff Contact(s):</b>	Kim VanDerHyde		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.j.
<b>Attachment(s):</b>	1.	Capital Improvements Projects-2025	
<b>Reviewed By:</b>	JVH		

### **SUMMARY:**

For the Board's review and consideration, attached is a report of all Capital Improvements Fund Balances located in the Capital Improvements Fund (Fund 310), Water and Sewer Fund (Fund 501), and Landfill Fund (Fund 520). Per Section 8 of the County's Budget Resolution, "appropriations designated for capital projects will not lapse at the end of the fiscal year but shall remain appropriated until the completion of the project or until the Board of Supervisors, by appropriate ordinance or resolution, changes or eliminates the appropriation." A report of all capital projects is therefore presented annually to the Board to reaffirm all capital improvement projects for the upcoming budget year.

### **FINANCIAL IMPACT AND FUNDING SOURCE:**

Approval of the Capital Improvements Fund Balances does not create an additional financial impact on the County Budget. The majority of these balances are being carried over from FY 2024. The remaining balances were previously approved by the Board during the FY 2025 County Budget approval process.

### **RECOMMENDATION:**

County Staff recommends the Board approve the attached FY 2025 Capital Improvements Project List.

### **MOTION:**

"I make a Motion approving the attached FY 2025 Capital Improvements Project List as attached and presented."

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
 CAPITAL IMPROVEMENTS FUND  
 FUND 310  
 BALANCES AS OF 7-1-24

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEGINNING BALANCE AS OF 7-01-24	AVAILABLE BALANCE
<b>COMPUTER - CAPITAL OUTLAY - 094100</b>			
310-4-094100-8118	FINANCIAL MGT SYSTEM	-	-
310-4-094100-81181	HR SOFTWARE	46,547.00	46,547.00
310-4-094100-81182	WEBSITE DEVELOPMENT	-	-
310-4-094100-81183	COMMUNITY DEV PUBLIC ACCES	40,000.00	40,000.00
310-4-094100-8121	IT SERVER/NETWORK UPGRADE	(31,769.12)	(31,769.12)
310-4-094100-8149	TELEPHONE SYSTEM UPGRADE	50,000.00	50,000.00
	<b>TOTAL COMPUTER - CAPITAL OUTLAY - 094100</b>	<b>104,777.88</b>	<b>104,777.88</b>
<b>BUILDING AND GROUNDS - CAPITAL OUTLAY - 094130</b>			
310-4-094130-8158	BUILDING & GROUNDS IMPROVEMENTS	1,075,222.40	1,075,222.40
	<b>TOTAL - BLDG AND GROUNDS - CAPITAL OUTLAY - 094130</b>	<b>1,075,222.40</b>	<b>1,075,222.40</b>
<b>FIRE &amp; RESCUE - CAPITAL OUTLAY - 094135</b>			
310-4-094135-5605	VOLUNTEER FIRE & RESCUE GRANT	11,588.45	11,588.45
310-4-094135-8102	MEDICAL EQUIPMENT	112,693.81	112,693.81
310-4-094135-81021	SCBA PACKS & ACCESSORIES	18,034.77	18,034.77
310-4-094135-810211	SCBA CYLINDER REPLACEMENT	32,574.53	32,574.53
310-4-094135-810212	PERSONAL PROTECTIVE EQUIPMENT	19,153.70	19,153.70
310-4-094135-810215	FIRE & RESCUE CAPITAL RESERVE	86,474.44	86,474.44
310-4-094135-81022	TRAINING CENTER EQUIPMENT	31,108.36	31,108.36
310-4-094135-8103	COMMUNICATION EQUIPMENT	216,050.46	216,050.46
310-4-094135-81051	FIRE ENGINE - VOLUNTEER	550,000.00	550,000.00
310-4-094135-810511	AMBULANCE - VOLUNTEER	425,000.00	425,000.00
310-4-094135-810512	CAREER STAFF APPARATUS	362,906.55	362,906.55
310-4-094135-8132	SPECIAL OPS CAPITAL EQUIP	25,000.00	25,000.00
310-4-094135-9100	TRANSFER TO OTHER FUNDS	-	-
	<b>TOTAL - FIRE &amp; RESCUE-CAPITAL OUTLAY-094135</b>	<b>1,890,585.07</b>	<b>1,890,585.07</b>
<b>COMMUNITY &amp; IND DEV - CAPITAL OUTLAY - 094150</b>			
310-4-094150-81691	COMPREHENSIVE PLAN	100,250.00	100,250.00
310-4-094150-818127	MOSES BUILDING RENOVATIONS	844,069.00	844,069.00
310-4-094150-8186	COURTHOUSE FACILITY/JAIL STUDY	52,217.90	52,217.90
310-4-094150-81861	NEW JAIL CONSTRUCTION	-	-
310-4-094150-819175	VOTING EQUIPMENT	187,500.00	187,500.00
310-4-094150-81862	COMMUNITY BASED CORRECTION PLAN STUDY	-	-
310-4-094150-819190	GRETNA LIBRARY RENOVATIONS	20,912.12	20,912.12
310-4-094150-819192	LIBRARY-BOOKMOBILE	100,000.00	100,000.00
310-4-094150-82163	BROADBAND INFRASTRUCTURE	6,501,620.80	6,501,620.80
310-4-094150-9100	TRANSFERS TO OTHER FUNDS	-	-
	<b>TOTAL - COMMUNITY &amp; IND DEV - CAPITAL OUTLAY - 094150</b>	<b>7,806,569.82</b>	<b>7,806,569.82</b>
<b>PARKS &amp; RECREATION - CAPITAL OUTLAY - 094175</b>			
310-4-094175-819188	SCHOOL PARKS IMPROVEMENTS	59,100.00	59,100.00
310-4-094175-819189	WAYSIDE PARK IMPROVEMENTS	-	-
	<b>TOTAL PARKS &amp; RECREATION - CAP. OUTLAY - 094175</b>	<b>59,100.00</b>	<b>59,100.00</b>
<b>GRAND TOTAL - FUND 310</b>		<b>10,936,255.17</b>	<b>10,936,255.17</b>
To Be Funded by the General Fund		<b>2,993,366.00</b>	<b>2,993,366.00</b>
To Be Funded by Carryover Funds		<b>7,989,696.19</b>	<b>7,989,696.19</b>
Carryover PO		<b>(46,807.02)</b>	<b>(46,807.02)</b>
<b>TOTAL-ALL FUNDING SOURCES</b>		<b>10,936,255.17</b>	<b>10,936,255.17</b>



PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
 CAPITAL IMPROVEMENTS FUND  
 FUND 501  
 BALANCES AS OF 7-1-24

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEGINNING BALANCE AS OF 7-01-24	AVAILABLE BALANCE
<b>WATER-CAPITAL OUTLAY - 094165</b>			
501-4-094165-8204	HORSESHOE ROAD WATER EXTENSION	-	-
501-4-094165-8205	ROBIN COURT WATER SYSTEM IMPROVEMENTS	825,992.42	825,992.42
501-4-094165-8208	GRIT ROAD WATER SUPPLY	12,526.25	12,526.25
501-4-094165-8209	MT HERMON WATER BOOSTER IMPROVEMENTS	285,324.00	285,324.00
501-4-094165-8210	CRITICAL DEFICIENCIES IMPROVEMENTS	110,866.25	110,866.25
501-4-094165-8216	WOODROAM WATERWORKS SYSTEM	81,180.00	81,180.00
501-4-094165-8217	VISTA POINTE WATER TANK	40,000.00	40,000.00
501-4-094165-8218	R&L SMITH ROAD WATER EXT	250,000.00	250,000.00
501-4-094165-8300	WATER-CAPITAL RESERVE	359,087.06	359,087.06
	<b>TOTAL - WATER - CAPITAL OUTLAY 094165</b>	1,964,975.98	1,964,975.98
<b>SEWER-CAPITAL OUTLAY - 094166</b>			
501-4-094166-8210	CRITICAL DEFICIENCIES IMPROVEMENTS	383,638.75	383,638.75
501-4-094166-8211	HODNETT'S MILL SEWER LIFT STATION IMPROVEMENTS	374,535.00	374,535.00
501-4-094166-8212	RAGSDALE SEWER LIFT STATION IMPROVEMENTS	279,387.00	279,387.00
501-4-094166-8213	VISTA POINTE SEWER LIFT STATION IMPROVEMENTS	336,911.00	336,911.00
501-4-094166-8214	BLAIRS SEWER LIFT STATION IMPROVEMENTS	364,852.00	364,852.00
501-4-094166-8215	BROCKWAY SEWER MAIN INSTALLATION & LIFT STATION DECOMMISSIONING	664,486.00	664,486.00
501-4-094166-8300	SEWER-CAPITAL RESERVE	285,691.00	285,691.00
	<b>TOTAL - SEWER - CAPITAL OUTLAY 094166</b>	2,689,500.75	2,689,500.75
	<b>GRAND TOTAL</b>	<b>4,654,476.73</b>	<b>4,654,476.73</b>
	TO BE FUNDED BY CARRYOVER FUNDS	1,109,762.57	1,109,762.57
	TO BE FUNDED BY CARRYOVER PO FUNDS	(95,154.48)	(95,154.48)
	TO BE FUNDED BY EDA GRANT	2,400,000.00	2,400,000.00
	TO BE FUNDED BY VDH GRANTS	970,877.64	970,877.64
	NEW MONEY	268,991.00	268,991.00
	<b>TOTAL-ALL FUNDING SOURCES</b>	<b>4,654,476.73</b>	<b>4,654,476.73</b>

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
 CAPITAL IMPROVEMENTS FUND  
 FUND 520  
 BALANCES AS OF 7-01-24**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEGINNING BALANCE AS OF 7-01-24	AVAILABLE BALANCE
<b>SOLID WASTE - CAPITAL OUTLAY - 094110</b>			
520-4-094110-8102	LANDFILL EQUIPMENT	-	-
520-4-094110-8123	ROLL-OFF/FRONT LOADER TRUCK	217,648.17	217,648.17
520-4-094110-81301	NEW COMPACTOR SITE	272,053.77	272,053.77
520-4-094110-81302	CALLAHAN HILL COMPACTOR SITE	-	-
520-4-094110-8133	COMPACTOR SITE IMPROVEMENT	66,476.61	66,476.61
520-4-094110-8137	GAS WELL INSTALLATION	43,448.00	43,448.00
520-4-094110-8142	RESERVE-LANDFILL CAPITAL	537,595.07	537,595.07
520-4-094110-8250	PURCHASE OF PROPERTY	9,500.00	9,500.00
	<b>TOTAL - SOLID WASTE - CAPITAL OUTLAY - 094110</b>	<b>1,146,721.62</b>	<b>1,146,721.62</b>
<b>LANDFILL - CAPITAL OUTLAY - 094120</b>			
520-4-094120-8102	CAPITAL OUTLAY-EQUIPMENT	-	-
520-4-094120-8139	LANDFILL CLOSURE	652,185.04	652,185.04
520-4-094120-8141	OFFICE/BREAKROOM RENOVATIONS	257,232.00	257,232.00
520-4-094120-8142	RESERVE-LANDFILL CAPITAL	-	-
520-4-094120-8146	ENGINEERING	138,552.54	138,552.54
520-4-094120-81461	GROUND WATER MONITORING WELLS	50,524.66	50,524.66
520-4-094120-81465	LEACHATE COLLECTIONS REPAIR	-	-
520-4-094120-8212	LANDFILL CELL C2 CONSTRUCTION	-	-
	<b>TOTAL - LANDFILL- CAPITAL OUTLAY - 094120</b>	<b>1,098,494.24</b>	<b>1,098,494.24</b>
<b>LANDFILL - CAPITAL OUTLAY - 094151</b>			
520-4-094151-3150	CLOSING COSTS/LEGAL	-	-
520-4-094151-8102	CAPITAL OUTLAY-EQUIPMENT	-	-
520-4-094151-81301	NEW COMPACTOR SITE	-	-
520-4-094151-8133	COMPACTOR SITE IMPROVEMENT	404,717.83	404,717.83
520-4-094151-8212	LANDFILL CONSTRUCTION	74,028.86	74,028.86
	<b>TOTAL - LANDFILL- CAPITAL OUTLAY - 094120</b>	<b>478,746.69</b>	<b>478,746.69</b>
	<b>GRAND TOTAL</b>	<b>2,723,962.55</b>	<b>2,723,962.55</b>
	TO BE FUNDED BY SOLID WASTE HOUSEHOLD FEE	410,000.00	410,000.00
	TO BE FUNDED WITH C/O POS	(683,698.62)	(683,698.62)
	TO BE FUNDED BY CARRYOVER FUNDS	2,997,661.17	2,997,661.17
	<b>TOTAL-ALL FUNDING SOURCES</b>	<b>2,723,962.55</b>	<b>2,723,962.55</b>



**BOARD OF SUPERVISORS  
EXECUTIVE SUMMARY**

**Action Item**

<b>Agenda Title:</b>	Certificate of Excellence Approval ( <i>Jackson Wethington</i> )		
<b>Staff Contact(s):</b>	Murray Whittle, Kenneth Bowman		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	7.k.
<b>Attachment(s):</b>	1.	Certificate of Excellence - Jackson Wethington	
<b>Reviewed By:</b>	JVH		

**SUMMARY:**

The Board expresses its sincere appreciation and admiration to Jackson Wethington ("Wethington") for his outstanding bravery and heroism displayed on July 22, 2023, at English Park on the Staunton River, as he rescued three (3) people from a dangerous current, to one (1) of which he administered CPR, ultimately saving their lives. The courage Wethington displayed during this event is remarkable, and he is the true definition of a "Local Hero." The Board, via the attached Certificate of Excellence ("COE"), expresses its sincere appreciation and admiration to Wethington for his courageous efforts.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

Not applicable.

**RECOMMENDATION:**

County Staff recommends the Board approve the attached COE honoring Wethington.

**MOTION:**

"I make a Motion approving the attached COE honoring Wethington."

# *Certificate of Excellence*

The Pittsylvania County Board of Supervisors expresses its sincere appreciation and admiration to you for your outstanding bravery and heroism displayed on July 22, 2023, at English Park on the Staunton River. You demonstrated exceptional courage and quick thinking by rescuing two young girls caught in a dangerous current. Without hesitation, you plunged into the river, bringing them to safety. When your friend was swept under the current during the rescue, you performed a second act of heroism by retrieving him and administering CPR, ultimately saving his life. We congratulate you on being awarded the National Lifesaving Award from the Boy Scouts of America, a rare and prestigious recognition bestowed for acts of valor. Your actions exemplify the highest ideals of bravery, selflessness, and service to others, and the courage you displayed during this event is remarkable. You are the true definition of a Local Hero. Thank you again for your courageous efforts and we wish you the best in your future endeavors.

*Jackson Wethington*

Given this 17th day of September, 2024



\_\_\_\_\_  
**Kenneth L. Bowman, Chatham-Blairs**

\_\_\_\_\_  
**Murray W. Whittle, Westover**

\_\_\_\_\_  
**Darrell W. Dalton, Chairman**

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS EXECUTIVE SUMMARY

### Information Only

<b>Agenda Title:</b>	General Presentations ( <i>Board of Supervisors</i> )		
<b>Staff Contact(s):</b>	Kaylyn McCluster		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	8.a.
<b>Attachment(s):</b>	None		
<b>Reviewed By:</b>	JVH		

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

# PITTSYLVANIA

COUNTY, VIRGINIA

## BOARD OF SUPERVISORS

### EXECUTIVE SUMMARY

#### Rezoning Case

<b>Agenda Title:</b>	Case R-24-015 Gary Durham; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. ( <i>Supervisor Dalton</i> )						
<b>Staff Contact(s):</b>	Emily Ragsdale						
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	10.a.1.				
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>R-24-015 Gray Durham App</td> </tr> <tr> <td>2.</td> <td>R-24-015 Gary Durham Map</td> </tr> </table>			1.	R-24-015 Gray Durham App	2.	R-24-015 Gary Durham Map
1.	R-24-015 Gray Durham App						
2.	R-24-015 Gary Durham Map						
<b>Reviewed By:</b>	JVH						

#### **SUMMARY:**

In Case R-24-015, Gary Durham ("Petitioner") has petitioned to rezone two (2) parcels, totaling 13.69 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, (*to allow the property to be used for agricultural purposes*). The subject property is located on State Road 834/Bearskin Road, in the Callands-Gretna Election District, and shown on the Tax Maps as GPIN #s 1494-93-9114 and 1494-93-9925. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On August 6, 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-24-015 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-24-015, I make a Motion approving the rezoning of a total of 13.69 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for agricultural uses on the property.”

## STAFF SUMMARY

<b><u>CASE</u></b> R-24-015	<b><u>ZONING REQUEST</u></b> R-1 to A-1	<b><u>CYCLE</u></b> August 2024/September 2024
<b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Gary Durham is requesting to rezone property from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District		<b>PLANNING COMMISSION:</b> August 6, 2024 <b>BOARD OF SUPERVISORS:</b> September 17, 2024
<b>DISTRICT:</b> Callands-Gretna		<b>ADVERTISED:</b> July 24 & 31, 2024 and August 21 & 28, 2024

**SUBJECT**

Requested by Gary Durham, to rezone property located on State Road 834/Bearskin Road, in the Callands-Gretna Election District and shown on the Tax Maps as GPIN #s 1494-93-9114 and 1494-93-9925. The applicant is requesting to rezone two (2) parcels, totaling 13.69 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow for agricultural uses on the property.

**BACKGROUND/DISCUSSION**

Gary Durham is requesting to rezone two (2) parcels, totaling 13.69 acres. The properties are currently zoned R-1, Residential Suburban Subdivision District. Under the current zoning classification, an agricultural use would only be allowed as an incidental use. Section 35-51 of the Pittsylvania County Zoning Ordinance states that “incidental agricultural is permitted in any district that allows residential uses provided that such agricultural use shall not occupy over five (5) acres.” In order for the property to be used for agricultural uses with the current R-1 zoning classification, the property must be occupied by a dwelling. The applicant is requesting to rezone the property to bring the use of the properties into compliance with the current Ordinance requirements. The applicant is proposing to place cows on the property and for other agricultural uses.

**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-24-015 submitted by Gary Durham, requesting to rezone two (2) parcels, totaling 13.69 acres, located on State Road 834/Bearskin Road, in the Callands-Gretna Election District and shown on the Tax Maps as GPIN # 1494-93-9114 and GPIN # 1494-92-9925. The subject property is adjacent to property 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-24-015 as submitted.
2. Recommend denial of Case R-24-015 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**

Gary Durham, 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: Gary Durham  
Address: 397 Bearskin Road Chatham, VA
- 2. Location of Property: Bearskin Road Lot 5A & 6
- 3. Tax Map Number: 1494-93-9114 & 1494-92-9925

Telephone: 434-251-1841

- 4. Election District: Callands-Gretna District
- 5. Size of Property: 13.69 acres
- 6. Existing Land Use: Single Family

Total Amount: \$352.14  
Taken By: JG

*Pd Ceesh  
6/6/24*

Existing Zoning: R-1, Residential Suburban Subdivision District

- 7. Proposed Land Use: Agricultural uses

Proposed Zoning: A-1, Agricultural District

- 8. Are conditions being proffered:        Yes   X   No

- 9. Check completed items:

<input checked="" type="checkbox"/> Letter of Application	<input type="checkbox"/> Site Development Plan or Waiver	<input checked="" type="checkbox"/> Legal Forms
<input type="checkbox"/> 11"x 17" Concept Plan	<input checked="" type="checkbox"/> Application Fee	<input checked="" type="checkbox"/> List of Adjoining Properties
<input 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.*

  
Gary Durham

OFFICE USE ONLY  
Application Deadline: 07/25/24  
Received By: ESR  
B.O.S. Meeting Date: 09/17/24

Application No. R-24-015  
P.C. Meeting Date: 08/06/24  
Date Received: 06/06/24  
Action: \_\_\_\_\_

June 25, 2024

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

Dear Mrs. Ragsdale:

Gary Durham, as owner, would like to apply to the Planning Commission/Board of Supervisors to rezone a total of 13.69 acres, GPIN # 1494-93-9114, 7.74 acres and GPIN # 1494-92-9925, 5.95 acres located at Bearskin Road, in the Callands-Gretna Election District.

I am requesting to rezone two (2) parcels from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District to allow for Agricultural uses on the property.

Sincerely,

Gary Durham

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

Two (2) Parcels totaling 13.69 acres of land, )  
generally located at Bearskin Road within )  
the Callands-Gretna Election District and recorded )  
as parcels ID # 1494-93-9114 and 1494-92-9925 )  
in the Pittsylvania County tax records. )

**PETITION**

**TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:**

WHEREAS, your Petitioner, Gary Durham, 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 properties are 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 properties 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,



Gary Durham

# PITTSYLVANIA

COUNTY, VIRGINIA

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

## SIGN AFFIDAVIT

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

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

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

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

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

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

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

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

Case R24-015 Applicant [Signature] Date 7-16-24

GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
1494-83-8674	Howard Shelton	4469 Halifax Road	Chatham, VA 24531
1494-91-4575	Henry Scates	2892 Irish Road	Chatham, VA 24531
2404-01-0821	James Carter	2820 Irish Road	Chatham, VA 24531
2404-02-2994	Claude Carter	349 Bearskin Road	Chatham, VA 24531
2404-03-2481	Laura Woodson	349 Bearskin Road	Chatham, VA 24531
2404-04-5242	Bradley Harris	360 Bearskin Road	Chatham, VA 24531

R-24-015 Gary Durham

This document was prepared by Mark Alan Harris, Attorney at Law, PC, 530 Patton Street, Danville, Virginia, 24541. VSB NO. 51005 TITLE NOT EXAMINED BY DRAFTSMAN.

TITLE INSURANCE PROVIDED BY: *none*

PIN: 1494-93-9114; 1494-92-9925

ASSESSED VALUE: \$ 18,200.00

CONSIDERATION: \$25,000.00

MAIL TAX BILL TO: *3990 Strawberry Rd. Chatham VA 24531*

THIS DEED OF BARGAIN AND SALE, made this 3rd day of May, 2024, by and between HOWARD J. SHELTON and LANA E.

SHELTON, husband and wife, Grantors, parties of the first part, and GARY T. DURHAM, Grantee, party of the second part:

W I T N E S S E T H

THAT for and in consideration of the sum of TEN (\$10.00) DOLLARS cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors do hereby grant, bargain, sell and convey, with General Warranty and English Covenants of Title, unto Grantee, all of those certain lots or parcels of land, together with improvements thereon and appurtenances thereunto belonging, situate in the County of Pittsylvania, Virginia, and more particularly described as follows:

PARCEL NO. 1: LOT NO. 6, containing 7.741 acres, as shown on a plat entitled "Boundary Survey For Howard J.

RETURN TO  
ALL-VIRGINIA TITLE  
& ESCROW, INC.  
530 PATTON ST  
DANVILLE, VA 24541



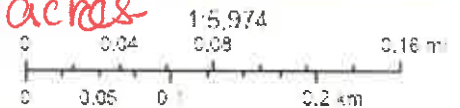


# ArcGIS Web Map



6/6/2024, 8:25:59 AM

1494-92-9925 → 5.95 acres  
1494-93-9114  
7.74 acres



Esri Community Maps Contributors, IGN, & OpenStreetMap contributors, Esri, TomTom, Swire, DataCue, GeoInformation, Inc., MET, NASA, USDA



**BOARD OF SUPERVISORS  
EXECUTIVE SUMMARY**

**Rezoning Case**

<b>Agenda Title:</b>	Case R-24-013: Brett and Erin Tooley; Rezoning from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District. <i>(Supervisor Hite)</i>						
<b>Staff Contact(s):</b>	Emily Ragsdale						
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	10.a.2.				
<b>Attachment(s):</b>	<table border="1"> <tr> <td>1.</td> <td>R24-013 Tooley App</td> </tr> <tr> <td>2.</td> <td>R-24-013 Tooley Map</td> </tr> </table>			1.	R24-013 Tooley App	2.	R-24-013 Tooley Map
1.	R24-013 Tooley App						
2.	R-24-013 Tooley Map						
<b>Reviewed By:</b>	JVH						

**SUMMARY:**

In Case R-24-013, Brett and Erin Tooley (“Petitioners”) have petitioned to rezone 3.85 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, *(to allow a private recreational facility (event space) to be operated on the property)*. The subject property is located on State Road 992/Homestead Trail, in the Dan River Election District, and shown on the Tax Maps as GPIN #s 2440-66-8572 and 2440-76-0545. Once the property is rezoned to A-1, all uses listed under Pittsylvania County Code § 35-178 are permitted. On June 4, 2024, the Planning Commission postponed this Rezoning Application to allow the Petitioners time to draft Proffers to be offered with the Rezoning Application. The Petitioners have offered Proffers that are included in the Board's Agenda Packet. On July 2, 2024, the Planning Commission recommended by a 6-0 vote, with opposition, that the Petitioners' request be granted with the Proffers offered by the Petitioners. 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-24-013 as submitted with the Proffers offered by the Petitioners. The subject property is adjacent to properties

currently zoned A-1, Agricultural District, and R-1, Residential Suburban Subdivision District, and the rezoning would be consistent with the County's Comprehensive Plan.

**MOTION:**

“In Case R-24-013, with the included Proffers, I make a Motion approving the rezoning of 3.85 acres from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow a private recreational facility (event space) to be operated on the property.”

## STAFF SUMMARY

<p><b><u>CASE</u></b> R-24-013</p>	<p><b><u>ZONING REQUEST</u></b> R-1 to A-1</p>	<p><b><u>CYCLE</u></b> May 2024/June 2024</p>
<p><b><u>SUBJECT/PROPOSAL/REQUEST</u></b> Erin Tooley, is requesting to rezone two (2) properties from R-1, Residential Suburban Subdivision District to A-1, Agricultural District</p> <p><b>DISTRICT:</b> Dan River</p>	<p><b>PLANNING COMMISSION:</b> June 4, 2024</p> <p><b>BOARD OF SUPERVISORS:</b> July 16, 2024</p> <p><b>ADVERTISED:</b> May 22 &amp; 29, 2024 and June 19 &amp; 26, 2024</p>	

**SUBJECT**

Requested by Brett and Erin Tooley, to rezone property located State Road 992/Homestead Trail, in the Dan River Election District and shown on the Tax Maps as GPIN #s 2440-66-8572 and 2440-76-0545. The applicant is requesting to rezone a total of 3.85 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow a private recreational facility (event space) to be operated on the property.

**BACKGROUND/DISCUSSION**

Erin Tooley is requesting to rezone two (2) parcels totaling 3.85 acres, from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District, to allow a private recreational facility (event space) to be operated on the property. Under the current R-1, Residential Suburban Subdivision District, zoning classification, a private recreational facility (event venue) is not a permitted use. The applicant is proposing to operate a business hosting tea parties on the property, requiring the rezoning. If the property is rezoned, a Special Use Permit would be required before the event venue could operate. Also, any structure used for this type of use would be required to meet all applicable Building Codes. The applicant has stated that she may host weddings at some point in the future. A site plan is included in the packet.

**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**

Included.

**RECOMMENDATION**

Staff recommends APPROVAL of Case R-24-013, submitted by Brett and Erin Tooley, requesting to rezone two (2) parcels, totaling 3.85 acres, located on State Road 992/Homestead Trail, in the Dan River Election District and shown on the Tax Maps as GPIN #s 2440-66-8572 and 2440-76-0545. 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-24-013 as submitted.
2. Recommend denial of Case R-24-013 as submitted.

**ATTACHMENTS:**

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

**PITTSYLVANIA COUNTY  
APPLICATION FOR REZONING**

Erin Tooley, 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: Erin Tooley  
Address: State Road 992/Homestead Trail
- 2. Location of Property: Homestead Trail
- 3. Tax Map Number: 2440-66-8572 & 2440-66-8572

Telephone: 214-394-8251

- 4. Election District: Dan River
- 5. Size of Property: 3.85 acres

Total Amount: \$334.76

Taken By: [Signature] OK #1365

- 6. Existing Land Use: Single Family  
Existing Zoning: R-1, Residential Suburban Subdivision District

- 7. Proposed Land Use: Private recreational facility (event venue)

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.*

[Signature: Erin Tooley]  
Erin Tooley

OFFICE USE ONLY  
Application Deadline: 04/25/24  
Received By: ESR  
B.O.S. Meeting Date: 07/08/24

Application No. R-24-013  
P.C. Meeting Date: 06/04/24  
Date Received: 04/16/24  
Action: \_\_\_\_\_

May 15, 2024

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

Dear Mrs. Ragsdale:

Erin Tooley, as owner, would like to apply to the Planning Commission/Board of Supervisors to rezone 3.85 acres, GPIN #'s 2440-66-8572 & 2440-76-0545, located at State Road 992/Homestead Trail, in the Dan River Election District.

I am requesting to rezone this parcel from R-1, Residential Suburban Subdivision District, to A-1, Agricultural District to allow for a private recreational facility (event venue).

Sincerely,

  
Erin Tooley

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

Two (2) parcels totaling 3.85 acres of land, generally located)  
at State Road 992/Homestead Trail within )  
the Dan River Election District and recorded )  
as parcel ID #'s 2440-66-8572 & 2440-76-0545 in the)  
Pittsylvania County tax records. )

**PETITION**

**TO THE HONORABLE SUPERVISORS OF PITTSYLVANIA COUNTY:**

WHEREAS, your Petitioner, Erin Tooley, 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,

  
Erin Tooley



# PITTSYLVANIA

COUNTY, VIRGINIA

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

## SIGN AFFIDAVIT

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

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

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

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

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

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

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

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

Case R24-013 Applicant Erin Jolley Date 5-15-24

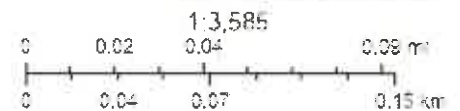
GPIN	ACCOUNT HOLDER	ACCOUNT ADDRESS	ACCOUNT_CSZ
2440-67-7215	Teresa Herdon	556 Homestead Trail	Ringgold, Va 24586
2440-66-8130	Guill Investment Properties	1370 Piney Forest Rd.	Danville, Va 24540
2440-76-0057	Donald Dockery	P.O. Box 1	Ringgold, Va 24586
2440-77-0141	Daniel Gusler	741 Homestead Trail	Ringgold, Va 24586

R-24-013 Erin Tooley

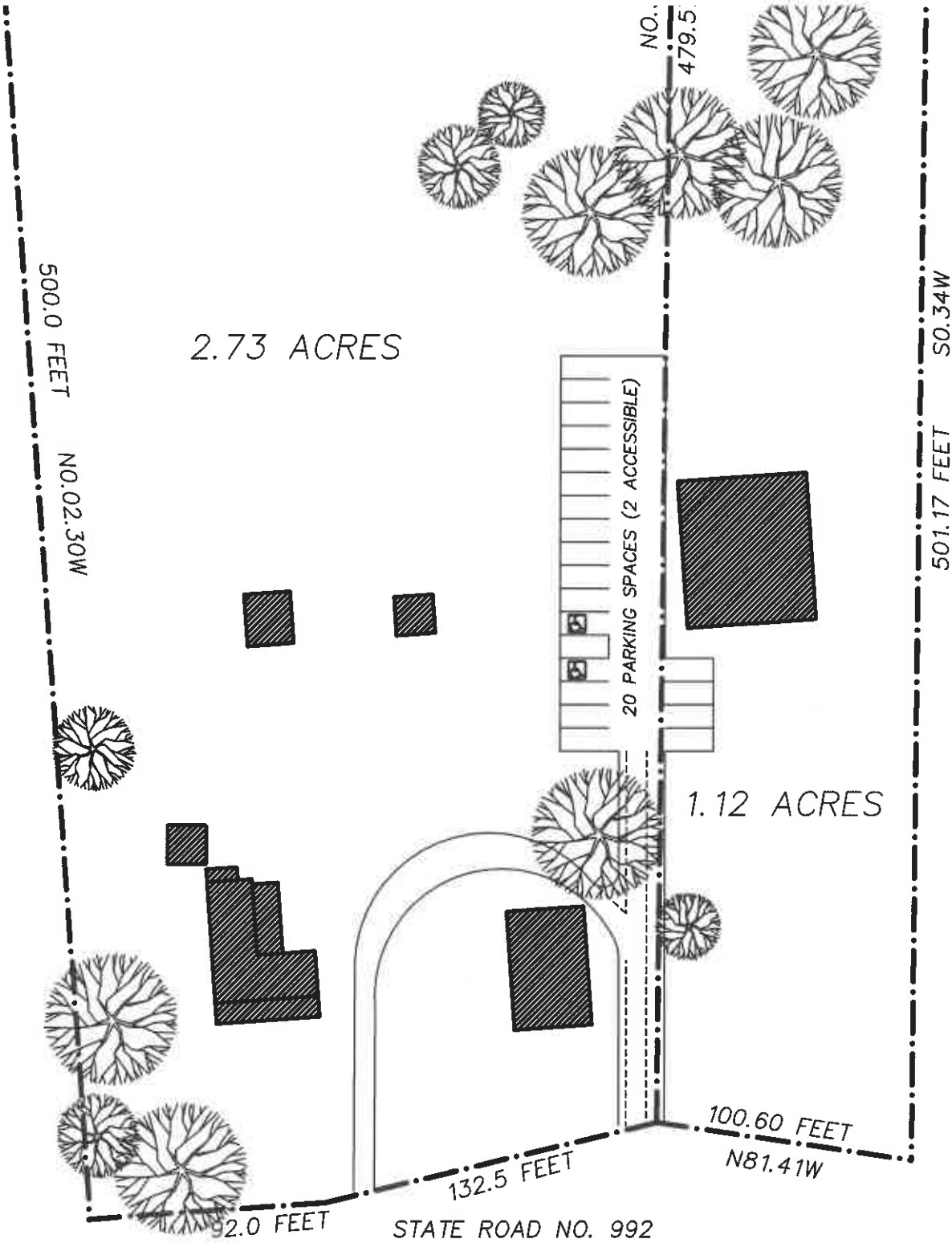
# ArcGIS Web Map



5/15/2024 8:54:44 AM



Esri Community Map Contributors | GIS | OpenStreetMap | Microsoft | Esri | Garmin | Garmin | GeoTechnologies | Inc | MET | NASA | USDA



PLAT OF SURVEY SHOWING  
 LOT 28, 2.73 ACRES  
 AND  
 LOT 29A, 1.12 ACRES  
 FOR BRETT ALAN TOOLEY  
 AND  
 ERIN ELIZABETH TOOLEY

COMPILED FROM PLATS  
 PROVIDED BY PITTSYLVANIA  
 COUNTY, VIRGINIA, AND DATA  
 FROM GOOGLE MAPS. ALL  
 DIMENSIONS SHOULD BE FIELD  
 VERIFIED.





**BOARD OF SUPERVISORS  
EXECUTIVE SUMMARY**

**Public Hearing**

<b>Agenda Title:</b>	FY 2025 County Budget Adjustments Public Hearing		
<b>Staff Contact(s):</b>	Kim VanDerHyde		
<b>Agenda Date:</b>	September 17, 2024	<b>Item Number:</b>	10.b.1.
<b>Attachment(s):</b>	1.	2025 BUDGET ADJUSTMENT with attachments	
<b>Reviewed By:</b>	JVH		

**SUMMARY:**

Virginia Code § 15.2-2507 states that “Any locality may amend its budget to adjust the aggregate amount to be appropriated during the current fiscal year as shown in the currently adopted budget as prescribed by section 15.2-2504. However, any such amendment which exceeds one percent of the total expenditures shown in the currently adopted budget must be accomplished by publishing a notice of a meeting and a public hearing twice in a newspaper having general circulation in that locality, with the first publication being published no more than 28 days before and the second notice being no less than seven days prior to the meeting date.” An advertisement for the County Budget Amendments, attached, appeared in *The Chatham Star Tribune* on August 28, 2024, and on September 4, 2024, which satisfies the legal notice requirement. For the Board's review and consideration, attached is a Budget Synopsis showing both revenues and expenditures totaling \$40,819,857.09, along with a detailed spreadsheet outlining the specific uses of these funds.

**FINANCIAL IMPACT AND FUNDING SOURCE:**

The County needs to make several Budget Amendments to the FY 2025 County Budget. Please see attached documentation for specific numbers.

**RECOMMENDATION:**

Following the required Public Hearing, County Staff recommends the Board approve an appropriation of \$40,819,857.09.

**MOTION:**

"I make a Motion approving FY 2025 Budget Amendments totaling \$40,819,857.09 as presented."

## **PUBLIC HEARING NOTICE**

Pursuant to §15.2-2507, Code of Virginia, 1950, as amended, the Pittsylvania County Board of Supervisors will hold a public hearing on Tuesday, September 17, 2024, at 7:00 p.m., in the Board Meeting Room, 39 Bank Street, SE, Chatham, Virginia, 24531, to receive citizen input on the proposed FY2025 Budget Amendments. Public hearing documents are available for public inspection Monday-Friday, 8 am – 5 pm, in the Pittsylvania County Administration Building, 1 Center Street, Chatham, Virginia, 24531, and on the County’s website, [www.pittsylvaniacountyva.gov](http://www.pittsylvaniacountyva.gov).

### **Proposed Budget Amendments 2024-2025**

#### **REVENUES**

Current Budgeted Revenues	\$238,986,887.00
Unassigned Fund Balance (Includes Carryovers)	19,172,947.25
School Revenue-(Federal, State, Local)	6,365,640.00
School Carryovers	13,837,975.31
Beautification Fund	74,701.01
Pet Center Fund	16,824.40
Grants Fund	160,000.00
Capital Improvements Refund	31,769.12
Capital Improvements Transfer	1,160,000.00
<b>Proposed Amended Revenues</b>	<b>\$279,806,744.09</b>

#### **EXPENDITURES**

Current Budgeted Expenditures	\$238,986,887.00
General Fund Operating Budget	19,172,947.25
School Operating Budget	20,203,615.31
Beautification Fund	74,701.01
Pet Center Fund	16,824.40
Grants Fund	160,000.00
Capital Improvements Projects	1,191,769.12
<b>Proposed Amended Expenditures</b>	<b>\$279,806,744.09</b>

**Pittsylvania County  
FY 2025 Budget Amendments**

Department	Amount	Reason for Addition	Line Item Description	Account Number	Recommended Amount
<b>COUNTY AMENDMENTS</b>					
Information Technology	65,000.00	Carryover Funds for Svc Contracts-Equipment-was not included in original budget request	Svc Contracts-Equipment	100-4-012510-3320	65,000.00
General District Court	2,655.00	Carryover Funds for the purchase a copier for the office	Office Supplies	100-4-021200-6003	2,295.00
			Copier Lease	100-4-021200-600510	360.00
Clerk of Court	22,243.85	Carryover of Clerk's Office Contribution for Office Supplies-These funds are collected by the Clerk's Office during the year and can only be used by this office	Office Supplies	100-4-021600-6001	22,243.85
Commonwealth's Attorney	70,000.00	Carryover of funds for new Criminal Case Management Software-Currently being installed in the CA's office	Capital Outlay-Computers	100-4-022100-8107	70,000.00
Sheriff	5,291.90	Carryover of Donations for Halloween	Halloween-Contributions	100-4-031200-5878	5,291.90
Sheriff	533.76	Carryover of Donations for Project Lifesaver Expenses	Project Lifesaver Expenses	100-4-031200-5882	533.76
Sheriff	22,907.90	Carryover of Donations for the Dare Program	DARE Supplies	100-4-031200-6002	22,907.90
Sheriff	229,981.00	Carryover of Budget Savings from Sheriff's Operating Budget	Transfer required to cover a variety of needs in the Sheriff/Jail budgets. These estimates have been provided by the Sheriff after reviewing year-end actuals and ensuring sufficient funds exist to cover upcoming anticipated costs.	100-4-033100-130000	163,475.00
				100-4-033100-210000	12,506.00
				100-4-031200-550000	17,000.00
				100-4-031200-553000	12,000.00
				100-4-031200-554000	15,000.00
				100-4-031200-604500	10,000.00



**Pittsylvania County  
FY 2025 Budget Amendments**

Department	Amount	Reason for Addition	Line Item Description	Account Number	Recommended Amount
Sheriff	549,605.92	Carryover of Budget Savings from Sheriff's Operating Budget	This amount has been requested to be carried over to ensure sufficient funds exist to provide dependable vehicles for the Sheriff's fleet	100-4-031200-8105/81052	549,605.92
Public Safety	24,739.77	FEMA funds received from various storms in the past. These funds are carried over each year to cover costs associated with future natural disasters that may occur	PS-Natural Dis/Emergency Resp	100-4-032200-5670	24,739.77
Jail	2,165.00	Carryover of unused Capital Outlay-Vehicle funds to cover an outstanding vehicle lease	Capital Outlay-Vehicles (Fleet Lease)	10-4-033100-81052	2,165.00
Animal Control	4,535.00	Carryover of unused Dangerous Dog Funds collected from citizens with dangerous dogs. These fees are paid to the State on behalf of these citizens	Dangerous Dog Fee	100-4-035100-5899	4,535.00
Children's Services Act (CSA)	584,735.00	Carryover of Children Services Act Program Funds to ensure that sufficient funds exist to cover increased services in the coming year	Comp Svc Act Pool-Programs	100-4-053500-7003 100-4-053500-7004	475,030.00 109,705.00
Parks & Recreation	7,700.00	Carryover requested from unused Field and Park maintenance funds to cover the increased cost of maintaining the ballfields and funds to cover refreshing the landscaping at our parks and at the Community Center	Field Maintenance Park Maintenance	100-4-071100-6006 100-4-071100-60061	3,000.00 4,700.00
Community Contributions	5,291.90	Carryover of donations approved in FY2024 but will not be spent until FY2025	Southern Area Agency on Aging (SAAA)	100-4-081200-5654	5,291.90

**Pittsylvania County  
FY 2025 Budget Amendments**

Department	Amount	Reason for Addition	Line Item Description	Account Number	Recommended Amount
Community Development	21,544.00	Carryover of funds from Building Inspections Budget to cover plan reviews for construction projects	Consultants-Plan Review	100-4-081400-3163	21,544.00
Community Development	4,513.00	Carryover of funds received in June for Solar Farm Inspections- Invoice Paid in Jul	Consultants-Solar Farm Inspections	100-4-081400-3161	4,513.00
Community Development	66,759.00	Carryover of funds from the Commnity Development Budget to cover plan reviews for construction projects and to cover the additional cost of the WPPDC contribution for FY2025	Consultants-Plan Review	100-4-081400-3163	66,076.00
				100-4-081400-5673	683.00
Community Development	83,573.84	Fees are collected thru building inspections to help remove dilapidated structures in the County. The remaining balance is rolled over each year to cover this potential liability in the coming budget year.	Dilapidated Structure Removal	100-4-081400-8142	83,573.84
Non-Departmental	158,935.00	Carryover of salary funds needed to cover positions not included in the 2025 budget due to these positions being open during the budget process and inadvertently left out of the budget. These funds are available in vacancy savings	Salaries & Wages	100-4-032200-1100	114,388.00
			FICA	100-4-032200-2100	8,750.00
			VRS	100-4-032200-2210	15,649.00
			VRS Life	100-4-032200-2400	1,533.00
			Dental	100-4-032200-2301	288.00
			BCBS	100-4-032200-2300	18,304.00
			SUI	100-4-032200-2600	23.00

**Pittsylvania County  
FY 2025 Budget Amendments**

Department	Amount	Reason for Addition	Line Item Description	Account Number	Recommended Amount
Non-departmental	1,647,282.53	Carryover of unused COLA funds and vacancy savings to cover COLA/Merit Increases for FY2025	COLA/Salary Increase	100-4-091200-1999	1,647,282.53
Non-departmental	140,884.42	Carryover of Contingency/Grant Local Match Funds	Grants Local Match/Contingency	100-4-091200-8109	166,134.42
			Capital Outlay-Equipments	100-4-71100-8102	(25,250.00)
Non-departmental	422,594.15	Carryover of unused Health and Wellness Program increase in health care premiums for FY2025	BCBS-Co. Share	100-4-091200-2300	90,921.62
			Workers Compensation	100-4-091200-2700	127,000.00
			Wellness Program Expense	100-4-091200-31152	204,672.53
Debt Service	31,500.00	These funds are needed to cover the entire debt service on the 2311 Cane Creek Parkway property. During the budget process a tenant was in the building and paying a portion of this debt.	2018 Master Lease Financing-Taxable	100-4-095100-91684	31,500.00
School Carryover-General Fund Side	13,837,975.31	School Carryovers	Transfers to Other Funds	100-4-091200-9102	13,837,975.31
Capital Improvements Fund-General Fund Side	1,160,000.00	Unassigned Fund Balance	Transfers to Other Funds	100-4-091200-9104	1,160,000.00
<b>TOTAL GENERAL FUND</b>	<b>19,172,947.25</b>				<b>19,172,947.25</b>
<b>SCHOOL AMENDMENTS</b>					
<b>School Carryover Amounts:</b>					
All-in Funding	3,997,958.98	State Funds-Remained Unspent at 6/30	School Operating Fund	205	3,997,958.98
Capital Project-Broadband	338,194.84	State Funds-Remained Unspent at 6/30	School Operating Fund	205	338,194.84
Capital Project-CES Sewer Connection	342,000.00	State Funds-Remained Unspent at 6/30	School Operating Fund	205	342,000.00
Capital Project-SMES HVAC	3,214,884.55	State Funds-Remained Unspent at 6/30	School Operating Fund	205	3,214,884.55

**Pittsylvania County  
FY 2025 Budget Amendments**

Department	Amount	Reason for Addition	Line Item Description	Account Number	Recommended Amount
Capital Project-PCTC Welding Shop Veticalation	500,000.00	State Funds-Remained Unspent at 6/30	School Operating Fund	205	500,000.00
Project Graduation	59,468.81	State Grant Funds-Remained Unspent at 6/30	School Operating Fund	205	59,468.81
PBIS Grant	29,110.95	State Grant Funds-Remained Unspent at 6/30	School Operating Fund	205	29,110.95
PBIS/VTSS Grant	1,798.32	State Grant Funds-Remained Unspent at 6/30	School Operating Fund	205	1,798.32
Project Lead the Way	4,239.50	State Grant Funds-Remained Unspent at 6/30	School Operating Fund	205	4,239.50
Roofing Projects-UHES, ECC Dome, Bus Shop, Middle School Metal Roofs	998,000.00	State Grant Funds-Remained Unspent at 6/30	School Operating Fund	205	998,000.00
Replacement Vehicles (2 Main. 2 Transp, 2 IT)	211,663.13	State Funds-Remained Unspent at 6/30	School Operating Fund	205	211,663.13
GHS Ice Storage Chiller	22,031.00	Local Funds-Remained Unspent at 6/30	School Operating Fund	205	22,031.00
CHS Storage Building	200,000.00	Local Grant Funds-Remained Unspent at 6/30	School Operating Fund	205	200,000.00
Virginia Preschool Program	323,328.09	State Funds-Remained Unspent at 6/30	School Operating Fund	205	323,328.09
PALS Tutors	74,157.96	State Funds-Remained Unspent at 6/30	School Operating Fund	205	74,157.96
Textbooks	2,217,563.49	State/Local Funds-Remained Unspent at 6/30	School Operating Fund	205	2,217,563.49
Drain field & Wastewater Expansion - KES	300,000.00	State Funds-Remained Unspent at 6/30	School Operating Fund	205	300,000.00
HS Band Towers	65,940.00	State Funds-Remained Unspent at 6/30	School Operating Fund	205	65,940.00
Armoured One - Entry Window Film	180,521.40	State Funds-Remained Unspent at 6/30	School Operating Fund	205	180,521.40
Maintenance Warehouse Purchase/Repairs	123,629.76	State Funds-Remained Unspent at 6/30	School Operating Fund	205	123,629.76
Special Ed Software	59,500.00	State Funds-Remained Unspent at 6/30	School Operating Fund	205	59,500.00
Smart Panels for Classrooms	450,257.00	State/Local Funds-Remained Unspent at 6/30	School Operating Fund	205	450,257.00
On-going IT Projects	123,727.53	State/Local Funds-Remained Unspent at 6/30	School Operating Fund	205	123,727.53
<b>TOTAL SCHOOL CARRYOVER</b>	<b>13,837,975.31</b>		<b>TOTAL SCHOOL CARRYOVER</b>		<b>13,837,975.31</b>

**Pittsylvania County  
FY 2025 Budget Amendments**

Department	Amount	Reason for Addition	Line Item Description	Account Number	Recommended Amount
<b>2025 School Budget Amendment:</b>			Additional State and Federal revenue received for PCS as referenced in the attached letter. An appropriation is needed for expenditures of these funds		
205-3-000000-240201	(333,512.00)	State Sales Tax		205-4-061000-1120	2,187,718.00
205-3-000000-240202	5,544,837.00	School Funds - Regular		205-4-062000-1800	(242,920.00)
205-3-000000-330201	1,155,515.00	Federal Funds		205-4-063000-3400	543,067.00
205-3-000000-240264	(1,200.00)	School Misc Receipts		205-4-064000-3300	868,358.00
				205-4-065000-3179	(125,932.00)
				205-4-066000-5600	2,098,500.00
				205-4-067000-5700	1,036,849.00
<b>TOTAL 2025 SCHOOL BUDGET AMENDMENT</b>	<b>6,365,640.00</b>				<b>6,365,640.00</b>
<b>TOTAL SCHOOLS</b>	<b>20,203,615.31</b>				<b>20,203,615.31</b>
<b>BEAUTIFICATION FUND</b>					
Unappropriated Surplus	74,701.01	Funds needed to clean County Welcome Signs and to freshen up the landscaping at the sign sites	Contractual Services-Landscaping	230-4-043500-3172	74,701.01
<b>TOTAL-BEAUTIFICATION FUND</b>	<b>74,701.01</b>				<b>74,701.01</b>
<b>PET CENTER FUND</b>					
Unappropriated Surplus/Carryovers	16,824.40	Remaining balance of Donations/Memorials made to the Pet Center for a specific purpose.	Pet Center-Vet Exp-Spay/Neuter	245-4-035200-5849	6,983.59
			Pet Center-Emergency Medical	245-4-035200-58492	9,840.81
<b>TOTAL-PET CENTER FUND</b>	<b>16,824.40</b>				<b>16,824.40</b>
<b>GRANTS FUND</b>					
DOE Library Grant	160,000.00	Funds awarded by the Department of Education for the Gretna Library Renovations	Property & Improvements	250-4-073319-8216	160,000.00

**Pittsylvania County  
FY 2025 Budget Amendments**

Department	Amount	Reason for Addition	Line Item Description	Account Number	Recommended Amount
<b>TOTAL-GRANTS FUND</b>	<b>160,000.00</b>				<b>160,000.00</b>
<b>CAPITAL IMPROVEMENTS FUND (CIP)</b>					
IT Server/Network Upgrade	31,769.12	This is a refund that was received after year-end for equipment that was returned to the vendor. These funds need to be reappropriated to Computer-Capital Outlay	IT Server/Network Upgrade	310-4-094100-8121	31,769.12
B&G Property Improvements	1,000,000.00	Funds allocated from the General Fund to cover the purchase and renovation of a building located on Main Street and additional funds added for unforeseen B&G improvement needs	Property & Improvements-6 S. Main Street Building & Grounds Improvements	310-4-094130-815812 310-4-094130-8158	750,000.00 250,000.00
Medical Equipment	160,000.00	Funds previously approved by the BOS on 7-17-24 for use to provide drug box for all volunteer EMS stations	Property & Improvements-6 S. Main Street	310-4-094135-8102	160,000.00
<b>TOTAL-CIP FUND</b>	<b>1,191,769.12</b>				<b>1,191,769.12</b>
<b>GRAND TOTAL - ALL FUNDS</b>	<b>40,819,857.09</b>	*			<b>40,819,857.09</b>

\*This amount includes a transfer total of \$14,997,975.31



# PITTSYLVANIA COUNTY SCHOOLS

P. O. Box 232, 39 Bank Street, SE, Chatham, VA 24531

Dr. Mark R. Jones  
Division Superintendent

July 16, 2024

Vincent Shorter, Acting County Administrator  
Pittsylvania County Board of Supervisors  
P. O. Box 426  
Chatham, VA 24531

Mr. Shorter:

Attached please find the June 30, 2024 Year End Financial Statement for Pittsylvania County Schools along with the year-end categorical budget transfers and additional appropriations for the School Operating Fund and School Nutrition. The School Board requests that the Board of Supervisors approve the year end categorical transfers, the additional appropriations and the designated carryovers for June 30, 2024. The School Board also asks that the FY 2024-25 budget be amended by the carryover amount and that the funds be appropriated for spending.

Thank you for your attention on this matter.

Sincerely,

Tracey R. Worley  
Chief Financial Officer

**Pittsylvania County Schools**  
**Revenue, Expenditure and Fund Balance Report**  
for Fiscal Year Ending June 30, 2024

<b>Revenue</b>	<b>Budget</b>	<b>Actual</b>	<b>Balance</b>
Sales Tax Receipts	\$11,663,401.00	\$11,067,102.86	\$596,298.14
State Funds	\$75,439,144.59	\$75,847,476.14	-\$408,331.55
Federal Funds	\$22,451,135.48	\$22,281,771.82	\$169,363.66
Local Funds	\$22,096,356.00	\$22,096,356.00	\$0.00
Other Funds	\$11,898,969.30	\$12,196,215.26	-\$297,245.96
<b>Totals</b>	<b>\$143,549,006.37</b>	<b>\$143,488,922.08</b>	<b>\$60,084.29</b>
<b>Expenditures</b>			
Instruction	\$87,557,774.35	\$80,340,391.25	\$7,217,383.10
General Support	\$4,651,719.93	\$4,591,635.64	\$60,084.29
Pupil Transportation Services	\$8,055,142.13	\$7,843,479.00	\$211,663.13
Operation & Maintenance Services	\$16,603,016.81	\$13,994,524.41	\$2,608,492.40
Non-Instructional Operations	\$6,631,666.09	\$6,631,666.09	\$0.00
Facilities	\$12,540,724.81	\$9,202,210.50	\$3,338,514.31
Technology	\$7,508,962.25	\$7,047,039.88	\$461,922.37
<b>Totals</b>	<b>\$143,549,006.37</b>	<b>\$129,650,946.77</b>	<b>\$13,898,059.60</b>
<b>Total Revenues</b>	<b>\$143,488,922.08</b>		
<b>Less: Total Expenditures</b>	<b><u>\$129,650,946.77</u></b>		
<b>Ending Fund (Cash) Balance</b>	<b>\$13,837,975.31</b>		
<b>Less: Designated Carry-Over Funds:</b>			
All-In Funding	\$3,997,958.98	<i>(state funds)</i>	
Capital Projects - Broadband	\$338,194.84	<i>(state funds)</i>	
Capital Project - CES Sewer Connection	\$342,000.00	<i>(state funds)</i>	
Capital Project - SMES HVAC	\$3,214,884.55	<i>(state funds)</i>	
Capital Project - PCTC Welding Shop Ventilation	\$500,000.00	<i>(state funds)</i>	
Project Graduation	\$59,468.81	<i>(state grant funds)</i>	
PBIS Grant	\$29,110.95	<i>(state grant funds)</i>	
PBIS/VTSS Grant	\$1,798.32	<i>(state grant funds)</i>	
Project Lead the Way	\$4,239.50	<i>(local grant funds)</i>	
Roofing Projects - UHES, ECC Dome, Bus Shop, Middle School Metal Roofs	\$998,000.00	<i>(state funds)</i>	
Replacement Vehicles (2 Maint, 2 Transp, 2 IT)	\$211,663.13	<i>(FY 22 Carryover)</i>	
GHS Ice Storage Chiller	\$22,031.00	<i>(state funds)</i>	
CHS Storage Building	\$200,000.00	<i>(state funds)</i>	
Virginia Preschool Program	\$323,328.09	<i>(state funds)</i>	
PALS Tutors	\$74,157.96	<i>(state funds)</i>	
Textbooks	\$2,217,563.49	<i>(state/local funds)</i>	
Drainfield & Wastewater Expansion - KES	\$300,000.00	<i>(FY 22 Carryover)</i>	
HS Band Towers	\$65,940.00	<i>(state funds)</i>	
Armoured One - Entry Window Film	\$180,521.40	<i>(state funds)</i>	
Maintenance Warehouse Purchase/Repairs	\$123,629.76	<i>(FY 21 Carryover)</i>	
Special Ed Software	\$59,500.00	<i>(state funds)</i>	
SmartPanels for Classrooms	\$450,257.00	<i>(state funds)</i>	
On-going IT Projects	<b><u>\$123,727.53</u></b>	<i>(state funds)</i>	
	<b><u>\$13,837,975.31</u></b>		
<b>Non-Designated Fund (Cash) Balance</b>	<b><u>\$0.00</u></b>		



## Budget Adjustments and Categorical Transfer for FY 2023-24:

### Budget Adjustments approved by Board of Supervisors:

June 2023 Carryover Funds approved 8/15/2023	9,597,440.30
August 2023 Amendment based on Skinny Budget with SCAP Award approved 9/19/2023	3,181,827.00
Sept 2024 Special Session Amended Budget approved 2/20/24	5,877,104.00

**Total Amendments approved and appropriated by BOS** **\$18,656,371.30**

### Additional Appropriation for FY 23-24:

School Nutrition Revenues - Federal (\$513,303.02)/State (\$36,506.21)	549,809.23
Basic Aide - State	813,375.00
Virginia Preschool Initiative - State	429,052.00
Sun Tribe Solar - Middle School Roofs - Other	855,987.00
DMCSP Grant - STEM - Other	416,975.00

**\$3,065,198.23**

**Total Amendments and Appropriations for FY 23-24** **\$21,721,569.53**

## 2023-2024 Categorical Budget

Categories	Original Budget Adopted by BOS	Additional Appropriations	Adjusted Budget	Fiscal Yr-End Categorical Transfers	Final Adjusted Budget
Instruction	81,060,626.84	6,381,099.76	87,441,726.60	116,047.75	87,557,774.35
Attendance/Health Services (General Support)	5,253,874.00	-49,289.13	5,204,584.87	-552,864.94	4,651,719.93
Pupil Transportation	7,551,673.00	807,109.90	8,358,782.90	-303,640.77	8,055,142.13
Operation and Maintenance	10,901,824.00	4,056,635.10	14,958,459.10	1,644,557.71	16,603,016.81
Non-Instructional Operations	5,892,627.00	135,187.00	6,027,814.00	603,852.09	6,631,666.09
Facilities	2,400,000.00	8,195,009.25	10,595,009.25	1,945,715.56	12,540,724.81
Technology	8,766,812.00	-869,380.58	7,897,431.42	-388,469.17	7,508,962.25
Contingency Reserves	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>121,827,436.84</b>	<b>18,656,371.30</b>	<b>140,483,808.14</b>	<b>3,065,198.23</b>	<b>143,549,006.37</b>

### Additional Appropriation for School Nutrition for FY 23-24:

Fund Balance	685,125.70
Revenues - Federal (\$632,014.51)/State (\$12,934.56)/Student, Staff, Other(\$210,469.43)	760,278.66

**Total School Nutrition Amendment for FY 23-24** **\$1,445,404.36**

Categories	Original Budget Adopted by BOS	Additional Appropriations	Final Adjusted Budget
School Nutrition	5,997,652.00	1,445,404.36	7,443,056.36



# PITTSYLVANIA COUNTY SCHOOLS

P. O. Box 232, 39 Bank Street, SE, Chatham, VA 24531

Dr. Mark R. Jones  
Division Superintendent

TO: Mr. Vincent Shorter, Interim County Administrator  
Kim VanDerHyde, Director of Finance

From: Tracey R. Worley, Chief Financial Officer *trw*

Subject: FY 2025 Budget Amendment

Date: August 16, 2024

Attached you will find the amended budget for FY 2024-2025. The final approved General Assembly budget for FY 2025 included an additional \$3.1 million in state revenue for Pittsylvania County Schools. The majority of this revenue increase is related to At-Risk services. The 2024-2025 adopted budget needs to be amended to add the additional funds provided by the General Assembly, the remaining ESSER ARP III funds for the Broadband Project and the SCAP funds for Southside Elementary School HVAC project. This amendment does not require any additional local funds. Please approve and appropriate the amended budget as presented.

Thank you.

## 2024-2025 Amended Budget

	2021-2022 Final Amended Budget	2022-2023 Final Amended Budget	2023-2024 Adopted Budget	2023-2024 Amended Budget	2024-2025 Adopted Budget	2024-2025 Amended Budget	Increase/ Decrease In 2024-2025 Amended Budget
<b>REVENUES</b>							
From Sales Tax Funds	10,120,365	12,067,346	11,663,401	11,663,401	10,977,282	10,643,770	(333,512)
From State Funds	57,385,019	64,596,686	65,084,530	74,160,211	66,113,295	71,658,132	5,544,837
From Federal Funds*	20,234,457	22,795,021	21,954,582	21,937,832	12,864,699	14,020,213	1,155,515
From Local Funds	19,736,709	21,096,356	22,096,356	22,096,356	24,631,995	24,631,995	-
From Other Funds	9,048,828	8,104,521	1,028,567	10,626,007	1,028,567	1,027,367	(1,200)
<b>TOTAL</b>	<b>116,525,377</b>	<b>128,659,930</b>	<b>121,827,436</b>	<b>140,483,807</b>	<b>115,615,838</b>	<b>121,981,478</b>	<b>6,365,640</b>
<b>EXPENDITURES</b>							
Instruction	73,445,531	78,571,538	81,060,626	87,441,726	80,321,234	82,508,952	2,187,718
General Support	4,644,939	4,775,404	5,253,874	5,204,585	5,321,706	5,078,786	(242,920)
Pupil Transportation Services	7,761,247	8,336,458	7,551,673	8,358,783	7,234,817	7,777,884	543,067
Operation & Maintenance	17,831,385	19,261,988	10,901,824	14,958,459	10,848,945	11,717,303	868,358
Non-Instructional Operations	6,745,803	6,195,851	5,892,627	6,027,814	6,459,744	6,333,812	(125,932)
Facilities	2,571,433	7,714,624	2,400,000	10,595,009	1,578,685	3,677,185	2,098,500
Technology	3,525,040	3,804,067	8,766,812	7,897,431	3,850,707	4,887,556	1,036,849
Contingency Reserves	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>116,525,377</b>	<b>128,659,930</b>	<b>121,827,436</b>	<b>140,483,807</b>	<b>115,615,838</b>	<b>121,981,478</b>	<b>6,365,640</b>

FY 2023-2024 Amended includes Carryover of \$9,597,440.30 approved by BOS on September 19, 2023  
 FY 2023-2024 Amended Budget Based on the September 2023 Special Session of the GA.

Adopted Budget approved April 4, 2024 by BOS