

Public Display

BOARD PACKET
BOARD OF SUPERVISORS
ADJOURNED MEETING
JUNE 21, 2016



**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
ADJOURNED MEETING
TUESDAY, JUNE 21, 2016
GENERAL DISTRICT COURTROOM
11 BANK STREET, CHATHAM, VA 24531**

AGENDA

1. Call to Order – 7:00 p.m.
2. Roll Call
Barber Hagerman Blackstock Davis Searce Warren Barksdale

-
3. Moment of Silence
 4. Pledge of Allegiance
 5. Items to be added to the Agenda
(a)

Motion: Barber Hagerman Blackstock Davis Searce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Searce Warren Barksdale

APPROVAL OF AGENDA

Motion: Barber Hagerman Blackstock Davis Searce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Searce Warren Barksdale

HEARING OF CITIZENS

CONSENT AGENDA

6. (a) Letters of Congratulation – Pittsylvania County Sports Hall of Fame; 2016 Inductees
Pages 12-14
- (b) Resolution 2016-06-01-VDOT Rural Additions; Bennett Street *Pages 15-17*
- (c) Ratify Resolution 2016-06-02-VDOT 6 Year Plan FY2016/17-2021/22 *Pages 18-19*
- (d) Pittsylvania County Personnel Policies Manual – Language Modification to 6.15;
Family Medical Leave Act (FMLA) *Pages 20-22*

Motion: Barber Hagerman Blackstock Davis Searce Warren Barksdale
Second: Barber Hagerman Blackstock Davis Searce Warren Barksdale

PUBLIC HEARINGS

Rezoning Cases

Case 1: Vicky N. Adams & Gayle N. Deel – Callands/Gretna Election District: R-16-012
R-1, Residential Suburban Subdivision District to A-1, Agricultural District

Open: _____ Close: _____
Speakers: _____

Motion:	Barber	Hagerman	Blackstock	Davis	Scearce	Warren	Barksdale
Second:	Barber	Hagerman	Blackstock	Davis	Scearce	Warren	Barksdale

Roll Call Vote

Y N A

Comments: _____

Barber
Hagerman
Blackstock
Scearce
Davis
Warren
Barksdale

(Roll Call Vote Y or N)

Case 2: James Cocke Moon, Jr.-Staunton River Election District: R-16-013
R-1, Residential Suburban Subdivision District to A-1, Agricultural District

Open: _____ Close: _____
Speakers: _____

Motion:	Barber	Hagerman	Blackstock	Davis	Scearce	Warren	Barksdale
Second:	Barber	Hagerman	Blackstock	Davis	Scearce	Warren	Barksdale

Roll Call Vote

Y N A

Comments: _____

Barber
Hagerman
Blackstock
Scearce
Davis
Warren
Barksdale

(Roll Call Vote Y or N)

Open: _____ Close: _____
 Speakers: _____

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale
 Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Roll Call Vote

	Y	N	A	Comments: _____
Barber				_____
Hagerman				_____
Blackstock				_____
Scearce				_____
Davis				_____
Warren				_____
Barksdale				_____

(Roll Call Vote Y or N)

UNFINISHED BUSINESS

7. Comprehensive Services Act (CSA) Supplement Request – *At the Board of Supervisors’ June 6, 2016 meeting a motion was made by Mr. Blackstock, seconded by Mr. Warren which required a 10-Day Layover that has now been met. **Roll Call Vote required.** Pages 25-26*

Roll Call Vote

	Y	N	A	Comments: _____
Barber				_____
Hagerman				_____
Blackstock				_____
Scearce				_____
Davis				_____
Warren				_____
Barksdale				_____

(Roll Call Vote Y or N)

8. Expenditure Refunds for May 2016 – *At the Board of Supervisors’ June 6, 2016 meeting a motion was made by Mr. Blackstock, seconded by Mr. Barber which required a 10-Day Layover that has now been met. **Roll Call Vote required.** Pages 27-30*

Roll Call Vote

	Y	N	A	Comments: _____
Barber				_____
Hagerman				_____
Blackstock				_____
Scearce				_____
Davis				_____
Warren				_____
Barksdale				_____

(Roll Call Vote Y or N)

NEW BUSINESS

9. Springsted, Inc. – Discussion of hiring process for new County Administrator

Page 32

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Comments: _____

10. Award Contract: Callahan Hill, Medical Center Road, and W.I Powell Compactor Sites paving *Pages 33-35*

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Comments: _____

11. Award Contract: Architect/Engineering Services for Courthouse Crime Prevention through Environmental Design *Pages 36-53*

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Comments: _____

12. Resolution 2016-06-03; Danville Utilities rates *Pages 54-58*

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Comments: _____

APPOINTMENTS

13. Upcoming term appointments *Page 60*

(a) Danville Community College Board of Trustees: Pittsylvania County Representative

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

(b) Danville-Pittsylvania Community Services Board: Callands/Gretna & Staunton River District Representatives

Callands/Gretna:

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Staunton River:

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

(c) Pittsylvania County Board of Assessors

Dan River:

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Banister:

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Chatham/Blairs:

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Tunstall:

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Westover:

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Staunton River:

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Callands-Gretna:

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

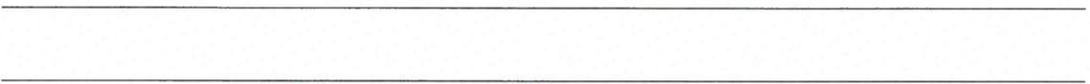
Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

(d) Pittsylvania County Library Board of Trustees – Westover District

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

BOARD ANNOUNCEMENTS



REPORTS FROM LEGAL COUNSEL
REPORTS FROM COUNTY ADMINISTRATOR

CLOSED SESSION

Time Entered in Closed Session: _____

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Roll Call Vote

Y N A

Barber

Hagerman

Blackstock

Scearce

Davis

Warren

Barksdale

(Roll Call Vote Y or N)

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

Legal Authority: Virginia Code Section 2.2-3711(A)(5)

Subject: Project Axis

Purpose: Discussion of Potential Economic Development Incentives

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

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

Legal Authority: Virginia Code Section 2.2-3711(A)(5)

Subject: Project Cardinal

Purpose: Discussion of Potential Economic Development Incentives

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

RETURN TO OPEN SESSION AND CERTIFICATION

Motion to return to Open Session:

Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale

Time Returned to Open Session: _____

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
CERTIFY CLOSED MEETING**

BE IT RESOLVED that at the Meeting of the Pittsylvania County Board of Supervisors on June 21, 2016, 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 and identified in the motion authorizing the closed meeting were heard, discussed or considered in the closed meeting. If any member believes that there was a departure from the requirements of the Code, he shall so state prior to the vote indicating the substance of the departure. The statement shall be recorded in the minutes of the Board.

Vote

Tim R. Barber	Yes/No
Jerry A. Hagerman	Yes/No
Elton W. Blackstock	Yes/No
Joe B. Davis	Yes/No
Ronald S. Scearce	Yes/No
Robert W. Warren	Yes/No
Jessie L. Barksdale	Yes/No

ADJOURNMENT *Motion: Barber Hagerman Blackstock Davis Scearce Warren Barksdale*
 TIME: _____ *Second: Barber Hagerman Blackstock Davis Scearce Warren Barksdale*

TO BE ADDED

HEARING OF CITIZENS

CONSENT AGENDA

**PITTSYLVANIA COUNTY
Board of Supervisors**

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Letters of Congratulation – Pittsylvania County Sports Hall of Fame; 2016 Inductees	<u>AGENDA DATE:</u> 06-21-2016	<u>ITEM NUMBER:</u> 6(a)
<u>SUBJECT/PROPOSAL/REQUEST:</u> Letters of Congratulation	<u>ACTION:</u>	<u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Mr. Monday	<u>CONSENT AGENDA:</u> <u>ACTION:</u> Yes	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> 1) 2016 Pittsylvania County Sports Hall of Fame Inductees 2) Draft Letter of Congratulation	
	<u>REVIEWED BY:</u> <i>GIS</i>	

BACKGROUND:

DISCUSSION:

At the banquet to be held on July 23, 2016 the Pittsylvania County Sports Hall of Fame will be inducting its 2016 members. (Inductee list attached along with a draft Letter of Congratulation).

The Letters of Congratulation will be presented at banquet to the 2016 Inductees.

RECOMMENDATION:

Staff recommends the Board of Supervisors approve authorization for Chair Barksdale to sign the Letters of Congratulation to the 2016 Pittsylvania County Sports Hall of Fame Inductees.

2016 INDUCTEES TO THE PITTSYLVANIA COUNTY

SPORTS HALL OF FAME

1. Cornelius Craft
2. Lawson A. Andrews
3. Robert E. Locust
4. Steve Welch
5. Jimmy Collie
6. Charles Gibson
7. George Steven Stone
8. Billy Stowe
9. David Foster
10. Dr. Albert Payne
11. Rachel Stowe
12. Joe Lee
13. Jack Bryant

June 16, 2016

Inductee Name
Address

Dear _____;

On the behalf of Pittsylvania County, the Pittsylvania County Board of Supervisors would like to take this opportunity to congratulate you on your inclusion as an inductee to the Pittsylvania County Sports Hall of Fame. Your mentoring of young athletes through various sports programs in Pittsylvania County over the decades helped to prepare them for high school sports, and in many cases college sports and even professional teams.

Your countless hours of volunteerism during the early years of the many Pittsylvania County Youth recreation programs helped provide guidance to innumerable children that have gone on to careers that were influenced by their ability to participate in these sport programs. Your selfless devotion of personal time and resources helped to maximize the quality of life for those young athletes who participated in sports programs.

It is your provision of outstanding service and exemplary leadership to the young citizens of Pittsylvania County and your dedication to the success of sports programs for the children that led to your well-deserved selection as an inaugural inductee to the Pittsylvania County Sports Hall of Fame.

Sincerest thanks,

Jessie L. Barksdale, Chairman
Pittsylvania County Board of Supervisors

JLB/rf

**PITTSYLVANIA COUNTY
Board of Supervisors**

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Bennett Street Rural Road Addition Resolution</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Resolution 2016-06-01</p> <p><u>STAFF CONTACT(S):</u> Mr. Monday; Mr. Hunt</p>	<p><u>AGENDA DATE:</u> 06-21-2016</p> <p><u>ACTION:</u> Yes</p> <p><u>ATTACHMENTS:</u> 1) Resolution</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 6(b)</p>
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BACKGROUND:

Previously, the BOS has acquired and put to record the Bennett Street right-of-away necessary to allow VDOT to potentially make improvements to Bennett Street so it can be taken into the VDOT road system. Attached please find a Resolution that VDOT has requested the BOS to adopt before the Bennett Street improvements can be commenced utilizing Rural Addition Funds. Please note that said funds have been previously allotted to Pittsylvania County and no new money will be necessary to make said improvements.

RECOMMENDATION:

For the BOS' review and consideration. Staff recommends adoption of the attached Resolution.

PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
2016-06-01

**RESOLUTION FOR RURAL ADDITIONS PER § 33.2-335 – NO SPECULATIVE
INTEREST INVOLVED**

The Board of Supervisors of Pittsylvania County, Virginia (the “Board”), on the ___ day of June, 2016, adopted the following:

WHEREAS, the street described below currently serves at least three (3) families and was established prior to July 1, 1996, at which time it was used by motor vehicles as a public access; and

WHEREAS, Pittsylvania County, Virginia, has determined its subdivision ordinance satisfies § 33.2-336, Code of Virginia, 1950, as amended, and is therefore eligible to make qualifying additions to the secondary system of state highways maintained by the Virginia Department of Transportation (“VDOT”) and fund necessary improvements as setout therein, except as otherwise prohibited by § 33.2-335, Code of Virginia, 1950, as amended; and

WHEREAS, after examining the ownership of all property abutting this street, including the deeds and related plats, this Board finds no restriction on the use of public funds for improving of the road; and

WHEREAS, after examining the ownership of all property abutting this street, this Board finds that speculative interest does not exist; and

WHEREAS, this Board has identified immediately available funding to make improvements required to qualify the street for addition to the aforesaid secondary system of state highway, based on VDOT’s cost estimate of \$162,500.00.

NOW, THEREFORE, BE IT RESOLVED, pursuant § 33.2-335, Code of Virginia, 1950, as amended, this Board requests the following street be added to the secondary system of state highways maintained by VDOT, and hereby guarantees the right-of-way of the street to be clear, unencumbered, and unrestricted, which right-of-way guarantee shall, including any necessary easements required for cuts, fills, and drainage:

<i>Name of Street:</i>	<i>Bennett Street</i>
<i>From:</i>	<i>0.30 miles East of Route 870</i>
<i>To:</i>	<i>0.3 miles East of Route 870</i>
<i>Guaranteed</i>	
<i>Right-of-Way Width:</i>	<i>40 ft.</i>
<i>Right-of-Way</i>	
<i>Instrument Reference:</i>	<i>16-02503–16-02509, PGS 58–77; Date Recorded: 5-23-2016</i>
<i>Plat Reference:</i>	<i>Map Book 44, PG 210I; Date Recorded: 5-23-2016</i>

BE IT FURTHER RESOLVED, this Board requests VDOT to improve said street to the prescribed minimum standards, funding said improvements with the following funds:

SOURCE OF FUNDS	AMOUNT
Rural Addition Funds	\$162,500.00

BE IT FURTHER RESOLVED, this Board agrees to reimburse, within 45-days of receiving an invoice, all costs that VDOT incurs to relocate existing utilities within the right-of-way that are discovered during the course of and in conflict with the construction, drawing such funds from resources other than those administered by VDOT; and

BE IT FURTHER RESOLVED, this Board agrees to reimburse, within 45-days of receiving an invoice, all costs that VDOT incurs in the construction of necessary improvements to the road that are over and above the estimated cost of improvements or to otherwise identify an eligible source of funds administered by VDOT to cover such costs.

Recorded Vote

Moved By: _____

Seconded By: _____

Yeas: _____

Nays: _____

Abstentions: _____

A Copy Teste:

Signed: _____

Printed Name: Clarence C. Monday

Title: Clerk, Pittsylvania County Board of Supervisors

Approved as to form

Pittsylvania County Attorney

**PITTSYLVANIA COUNTY
Board of Supervisors**

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Ratify Resolution 2016-06-02; VDOT 6-YR Plan; FY2016/17 – 2021/22</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Ratify Resolution 2016-06-02</p> <p><u>STAFF CONTACT(S):</u> Mr. Monday</p>	<p><u>AGENDA DATE:</u> 06-21-2016</p> <p><u>CONSENT ACTION:</u> Yes</p> <p><u>ATTACHMENTS:</u> 1) Resolution 2016-06-02</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 6(c)</p>
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BACKGROUND:

At the Board of Supervisors' June 6, 2016 meeting, a joint public hearing by the Board of Supervisors and VDOT was held for citizen input on the Virginia Department of Transportation (VDOT) Secondary Six-Year Plan for Fiscal Years 2016/17 through 2021/22 and the Secondary Construction and Budget for Fiscal Year 2017 in Pittsylvania County. Following closure of the public hearing, the Board via motion, second, and a Roll Call Vote unanimously approved the plan as presented. In order to fully execute the plan, a resolution signed by the County Administrator was required when submitting the approved plan. Attached hereto is Resolution 2016-06-02 signed by the County Administrator and has been forwarded to VDOT along with the executed plan.

RECOMMENDATION:

Staff recommends the Board of Supervisors ratify Resolution 2016-06-02 as part of the approved Virginia Department of Transportation (VDOT) Secondary Six-Year Plan for Fiscal Years 2016/17 through 2021/22 and the Secondary Construction and Budget for Fiscal Year 2017 in Pittsylvania County.

Pittsylvania County Board of Supervisors

RESOLUTION 2016-06-02

At a regular meeting of the Board of Supervisors of the County of Pittsylvania, held in the General District Courtroom of the Edwin R. Shields Courthouse Addition in Chatham, Virginia on Tuesday, June 21, 2016 at 7:00 p.m., the following resolution was presented and ratified:

At the regular meeting of the Pittsylvania County Board of Supervisors held on Monday, June 6, 2016, the following Board members were present were:

Joe B. Davis	Dan River District
Jessie L. Barksdale	Banister District
Tim R. Barber	Tunstall District
Jerry A. Hagerman	Callands-Gretna District
Ronald S. Scearce	Westover District
Elton Blackstock, Sr.	Staunton River District
Robert W. Warren	Chatham-Blairs District

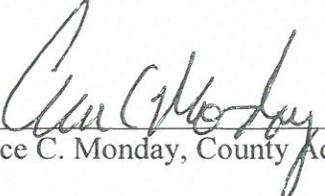
On motion by Elton W. Blackstock, Jr., seconded by Jerry A. Hagerman, and carried by a 7 to 0 vote of the Board of Supervisors:

WHEREAS, Sections 33.2-358 and 33.2-364 of the Code of Virginia, 1950, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing the Secondary Six-Year Road Plan; and

WHEREAS, this Board has previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2017 through 2022) on Monday, June 6, 2016 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan; and

WHEREAS, Joseph Craddock, Assistant Residency Administrator, Virginia Department of Transportation, appeared before the Board and recommended approval of the Six-Year Plan for Secondary Roads (2017 through 2022); then

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interests of the Secondary Road System in Pittsylvania County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2017 through 2022) is hereby approved as presented at the public hearing.



Clarence C. Monday, County Administrator



PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Personnel Policies Manual.</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Modification to language in section 6.15 - Family and Medical Leave Act (FMLA), as noted. Approve addition of FMLA checklist in administrative process as recommended by the Department of Labor.</p> <p><u>STAFF CONTACT(S):</u> Mr. Monday; Ms. Jordan</p>	<p><u>AGENDA DATE:</u> 06-21-2016</p> <p><u>ACTION:</u></p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u> Yes</p> <p><u>ATTACHMENTS:</u> Section 6.15 of Personnel Policies Manual, and FMLA Administrative Checklist.</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 6(d)</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

Human Resources is requesting modification to the language in Section 6.15 (FMLA), as noted, in order to properly interpret and execute the federal requirements. Additionally, a FMLA Administrative Checklist was created to further document compliance with FMLA regulations. Supervisors and constitutional officers received a department level checklist to create a uniform notification process for employees, and to Human Resources.

DISCUSSION:

RECOMMENDATION:

Staff recommends the Board of Supervisors approve revised section 6.15 (FMLA), and the FMLA Administrative Process checklist.

compensation up to maximum stated in section 6.1.

6.15 CIVIC AND VOLUNTEER LEAVE

Pittsylvania County encourages its employees to become active in civic and volunteer activities. Absence from work for volunteer activities must have prior approval from the employee's department head.

6.16 FAMILY AND MEDICAL LEAVE

Employees are entitled to participate in the benefits of the Family and Medical Leave Act ("FMLA"). FMLA leave may be unpaid leave.

A. Eligible Employees

To be covered under the FMLA, an employee must have worked for the County for twelve (12) months and must have worked at least 1,250 hours within the twelve (12) months preceding the start of the leave. Part-time and temporary employees who meet these requirements are eligible for FMLA leave.

B. Purposes For Which FMLA May Be Taken

1. To care for an employee's child after birth or for the placement with an employee of a child for adoption or foster care (provided that the leave is requested and used within twelve (12) months of the birth, placement, adoption or foster care);
2. To care for an employee's spouse, child or parent (does not include in-laws) who has a serious health condition; or,
3. When the employee is unable to work because of a serious health condition. A serious health condition is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or an incapacity lasting more than three consecutive days and involving continuing treatment by a health care provider. Continuing treatment involves two or more treatments (or one treatment when the condition is such that continuing follow-up is or will be required) by a healthcare provider, pregnancy, prenatal care or other chronic or long-term serious health conditions.

To qualify for leave due to the serious health condition of a family member, the family member must be incapable of self-care. To qualify for leave due to the serious health condition of the employee, the employee must be unable to work at all or unable to perform any of the essential functions of the employee's position.

Employees are required to obtain a health care provider certification for all absences for which FMLA leave is being requested. A chronic or long-term health condition or pregnancy does not require a visit to the health care provider for each absence; however, a statement by the health care provider that the absence was due to the chronic condition or pregnancy may be requested by the County at its discretion.

C. FMLA Benefits

An eligible employee is entitled to twelve weeks of unpaid leave during a twelve-month period. The twelve-month period is calculated on a rolling 12 month period starting with once eligible with twelve (12) months, and 1,250 hours of employment at the onset of the condition. Employees will be required to use accumulated paid leave (sick, compensatory, annual, etc.) on an hour for hour basis concurrent with the FMLA leave. If FMLA leave is exhausted before the end of the twelve-month period, the employee will not be entitled to further FMLA leave during this period.

Employees with military family members shall be eligible for leave entitlements for eligible specified family members:

1. Up to 12 weeks of leave for certain qualifying exigencies arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation, and
2. Up to 26 weeks of leave in a single 12-month period to care for a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty. Eligible employees are entitled to a combined total of up to 26 weeks of all types

Commented [L1]: Remove and, replace with or. Purpose doesn't have to be both.

Commented [L2]: For clarity, inserted additional eligibility wording.

of FMLA leave during the single 12-month period.

An employee is required to request FMLA leave in writing at least thirty days before the leave is to commence if the need for leave is foreseeable. In circumstances when the leave is not foreseeable thirty days in advance, an employee must request the leave as soon as practical. The County may designate leave as FMLA leave without a request from an employee.

FMLA leave taken for a serious health condition of the employee or family member may be taken intermittently or on a reduced-hours basis.

FMLA leave taken for birth, adoption, placement or foster care cannot be taken intermittently unless approved in advance. If both spouses work for the County, the total FMLA leave that may be taken for this event by both employees is twelve weeks, pro-rated between employees as the spouses choose. FMLA leave taken for the birth, adoption, placement or foster care of a child must be taken within twelve months following the event.

Should the County obtain information that the employee was not FMLA eligible or the event did not qualify under FMLA, the designation of FMLA leave, previously given, may be withdrawn.

Airline Flight Crew Employees (Informational Purposes Only). See link below.

<https://www.dol.gov/whd/reqs/compliance/whdfs28j.pdf>

Commented [LJ3]: Inserted additional information per FMLA update.

D. Job Restoration

Upon return from FMLA leave, an employee is entitled to be restored to the same position that was held before the start of the FMLA leave, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. If an employee is unable to return to work after the FMLA leave benefits have been exhausted, the employee will not have a right to return to his/her position even if there are unused accrued leave balances.

Key employees are entitled to FMLA leave but are not entitled to job restoration if re-employment after the conclusion of the leave will cause a substantial and grievous economic injury to the County. A key employee is defined by the Department of Labor – *when under limited circumstances where restoration to employment will cause "substantial and grievous economic injury" to its operations, an employer may refuse to reinstate certain highly-paid, salaried "key" employees. A key employee must be among the highest paid 10 percent of all the employees.* A key employee will be notified in writing of his/her status in response to the employee's notice of intent to take FMLA leave, unless circumstances do not permit such notice. If a key employee is already on FMLA leave when s/he receives notice that s/he is a key employee, the employee will be given a reasonable time to return to work before losing the right to job restoration.

Commented [LJ4]: Defined key employee according to DOL.

E. Health Benefits

If paid leave is used for FMLA purposes, an employee will maintain the same benefits as if working. If the employee is on leave with or without pay, continuation in the health care plan is permitted, provided that the employee continues to pay for his/her share of premiums. If the employee fails to make his/her premium payments, the employee will be provided written notice of this failure and will be given an additional fifteen (15) days to make payment in full. If payment is not made after this notice, health benefit coverage will cease.

Commented [LJ5]: Added wording "or without."

If an employee is unable to return to work at the conclusion of the 12 weeks, the employee must request in writing, to the County Administrator, an extension of leave. The employee must also provide medical certification for the extension of leave. ~~The employee will remain on leave of absence for a period not to exceed six (6) months. When a leave of absence is expected to exceed six (6) months, COBRA options will be discussed with the employee in order to continue health insurance coverage.~~

Commented [LJ6]: Remove wording that extends FMLA; only mandated to provide up to 12 weeks.

If an employee does not return to work after the conclusion of the FMLA leave, the employee is responsible for reimbursing the County for the County's share of the health

PUBLIC HEARING

UNFINISHED BUSINESS

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u></p> <p>Comprehensive Services Act (CSA) Supplement <i>Request-Motion made by Mr. Blackstock and seconded by Mr. Warren and has now met the 10-day layover requirement. Roll Call Vote required.</i></p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u></p> <p>Appropriation of Comprehensive Services Act (CSA) Supplement</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p>	<p><u>AGENDA DATE:</u> 6-21-16</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u></p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 7</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

Each year the CPMT Coordinator estimates the number of children that will need comprehensive services for the budget year. The number of children requiring services has increased over the last few years.

DISCUSSION:

Additional monies are required for the CSA program that have been approved by the State. The total supplemental amount required and approved by the State is \$2,238,573. This amount includes \$1,838,534 of state money and a local match of \$400,039. Based on estimates for budgeting purposes, an additional amount of \$520,000 of state funds needs to be appropriated to cover anticipated expenditures before 6-30-16. The required local match difference of \$130,000 needs to be appropriated from unassigned fund balance to cover the local share of these expenditures before year-end. This is a mandated program from the State of Virginia. This appropriation requires a 10-day layover.

RECOMMENDATION:

Staff recommends the Board of Supervisors consider a total appropriation of \$650,000 to the CPMT Budget Pool Funds, which includes local funds of \$130,000 from unassigned fund balance (100-4-053500-7004) and \$520,000 from State CSA Funds (100-4-053500-7003). **MOTION MADE BY MR. BLACKSTOCK AND SECONDED BY MR. WARREN AND HAS NOW MET THE 10-DAY LAYOVER REQUIREMENT. ROLL CALL VOTE REQUIRED.**

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u></p> <p>Comprehensive Services Act (CSA) Supplement <i>Request-Requires a motion and a 10-day layover requirement</i></p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u></p> <p>Appropriation of Comprehensive Services Act (CSA) Supplement</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p>	<p><u>AGENDA DATE:</u> 6-06-16</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> No</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 13(a)</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

Each year the CPMT Coordinator estimates the number of children that will need comprehensive services for the budget year. The number of children requiring services has increased over the last few years.

DISCUSSION:

Additional monies are required for the CSA program that have been approved by the State. The total supplemental amount required and approved by the State is \$2,238,573. This amount includes \$1,838,534 of state money and a local match of \$400,039. Based on estimates for budgeting purposes, an additional amount of \$520,000 of state funds needs to be appropriated to cover anticipated expenditures before 6-30-16. The required local match difference of \$130,000 needs to be appropriated from unassigned fund balance to cover the local share of these expenditures before year-end. This is a mandated program from the State of Virginia. This appropriation requires a 10-day layover.

RECOMMENDATION:

Staff recommends the Board of Supervisors consider a total appropriation of \$650,000 to the CPMT Budget Pool Funds, which includes local funds of \$130,000 from unassigned fund balance (100-4-053500-7004) and \$520,000 from State CSA Funds (100-4-053500-7003). **THIS RECOMMENDATION WILL BE BROUGHT BACK TO YOU AFTER A 10-DAY LAYOVER.**

PITTSYLVANIA COUNTY

Board of Supervisors

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Expenditure Refunds for May 2016- <i>Motion made by Mr. Blackstock and seconded by Mr. Barber and has now met the 10-day layover requirement. Roll Call Vote Required.</i>	<u>AGENDA DATE:</u> 6-21-16	<u>ITEM NUMBER:</u> 8
<u>SUBJECT/PROPOSAL/REQUEST:</u> Budget Amendment for expenditure refunds	<u>ACTION:</u> Yes	<u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Monday, VanDerHyde	<u>CONSENT AGENDA:</u> <u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> 06-06-2016 Executive Summary & Expenditures Refunds Memo	
	<u>REVIEWED BY:</u> 	

BACKGROUND:

DISCUSSION:

Attached is a list of expenditure refunds for the month of May 2016 for review. As discussed earlier with the Board, the simple routine of putting every refund back in the budget is extremely time consuming and leaves room for errors. To stay in balance with the Treasurer, we need to reappropriate refunds into the budget so the budget would increase with every expenditure refund.

RECOMMENDATION:

Staff recommends the reappropriation of \$36,551.17 as follows: \$222.60 to Board of Supervisors-Advertising (100-4-011010-3600), \$498.40 to Clerk of Court-Telephone (100-4-021600-5230), \$275.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$21.70 to Sheriff-Subsistence & Lodging (100-4-031200-5530), \$2,105.60 to Sheriff-Project Lifesaver (100-4-031200-5882), \$220.00 to Sheriff-Undercover Work (100-4-031200-6024), \$1,166.28 to Sheriff-Parts (100-4-031200-6030), \$1,030.70 to Sheriff-Labor (100-4-031200-6031), \$24.30 to VFD-United Way Contribution (100-4-032200-5667), \$628.90 to Extradition (100-4-033100-5550), \$80.00 to Jail-Food Supplies (100-4-033100-6002), \$10,529.82 to E911-Telephone (100-4-035500-5230), \$75.00 to B&G-Building Supplies (100-4-043100-6048), \$275.00 to CSA-Training & Education (100-4-053500-5540), \$1,907.83 to CSA-Pool Program (100-4-053500-7003), \$2,000.00 to Recreation-Part-time Salaries (100-4-071100-1300), \$260.00 to Library-Postage (100-4-073100-5210), \$35.49 Library-Office Supplies (100-4-073100-6001), \$474.80 to Library-Furniture & Fixtures (100-4-073100-6003), \$125.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$11,349.75 to WIA-Rent (251-4-353853-6014), \$2,500.00 to WIA-Other Operating Supplies (251-4-353878-6014), \$745.00 to Landfill Collections-Wrecker Service (520-4-042300-3170). **MOTION MADE BY MR. BLACKSTOCK AND SECONDED BY MR. BARBER AND HAS NOW MET THE 10-DAY LAYOVER REQUIREMENT. ROLL CALL VOTE REQUIRED.**

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Expenditure Refunds for May 2016-<i>Requires a motion and a 10-day layover.</i></p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Budget Amendment for expenditure refunds</p> <p><u>STAFF CONTACT(S):</u> Monday, VanDerHyde</p>	<p><u>AGENDA DATE:</u> 6-06-16</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> Expenditures Refunds Memo</p> <p><u>REVIEWED BY:</u> </p>
<p><u>ITEM NUMBER:</u> 13(d)</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>	

BACKGROUND:

DISCUSSION:

Attached is a list of expenditure refunds for the month of May 2016 for review. As discussed earlier with the Board, the simple routine of putting every refund back in the budget is extremely time consuming and leaves room for errors. To stay in balance with the Treasurer, we need to reappropriate refunds into the budget so the budget would increase with every expenditure refund.

RECOMMENDATION:

Staff recommends the reappropriation of \$36,551.17 as follows: \$222.60 to Board of Supervisors-Advertising (100-4-011010-3600), \$498.40 to Clerk of Court-Telephone (100-4-021600-5230), \$275.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$21.70 to Sheriff-Subsistence & Lodging (100-4-031200-5530), \$2,105.60 to Sheriff-Project Lifesaver (100-4-031200-5882), \$220.00 to Sheriff-Undercover Work (100-4-031200-6024), \$1,166.28 to Sheriff-Parts (100-4-031200-6030), \$1,030.70 to Sheriff-Labor (100-4-031200-6031), \$24.30 to VFD-United Way Contribution (100-4-032200-5667), \$628.90 to Extradition (100-4-033100-5550), \$80.00 to Jail-Food Supplies (100-4-033100-6002), \$10,529.82 to E911-Telephone (100-4-035500-5230), \$75.00 to B&G-Building Supplies (100-4-043100-6048), \$275.00 to CSA-Training & Education (100-4-053500-5540), \$1,907.83 to CSA-Pool Program (100-4-053500-7003), \$2,000.00 to Recreation-Part-time Salaries (100-4-071100-1300), \$260.00 to Library-Postage (100-4-073100-5210), \$35.49 Library-Office Supplies (100-4-073100-6001), \$474.80 to Library-Furniture & Fixtures (100-4-073100-6003), \$125.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$11,349.75 to WIA-Rent (251-4-353853-6014), \$2,500.00 to WIA-Other Operating Supplies (251-4-353878-6014), \$745.00 to Landfill Collections-Wrecker Service (520-4-042300-3170). THIS ITEM REQUIRES A MOTION AND A 10-DAY LAYOVER.

PITTSYLVANIA COUNTY
VIRGINIA

Finance Department
P. O. Box 426
Chatham, Virginia 24531



Phone (434) 432-7740
Fax (434) 432-7746
Gretna/Hurt (434) 656-6211
Bachelors Hall/Whitmell (434) 797-9550

MEMO TO: Clarence C. Monday
County Administrator

FROM: Kim Van Der Hyde *KVH*
Finance Director

SUBJECT: May Expenditure Refunds

DATE: May 27, 2016

The list below shows all expenditure refunds that were sent to the Finance Department during the month of May. I am recommending that all of the following expenditure refunds be reappropriated by the Board of Supervisors:

100-4-011010-3600	Bd of Sup-Advertising Reimbursement	222.60
100-4-021600-5230	Clerk of Court-Telephone Reimbursement	498.40
100-4-021600-60051	Clerk of Court-Copier Lease Reimbursement	275.00
100-4-031200-5530	Sheriff-Subsistence & Lodging Reimbursement	21.70
100-4-031200-5882	Sheriff-Project Lifesaver Contribution (100-3-000000-189903)	2,105.60
100-4-031200-6024	Sheriff-Undercover Work Restitution	220.00
100-4-031200-6030	Sheriff-Parts Insurance Claim	1,166.28
100-4-031200-6031	Sheriff-Labor Insurance Claim	1,030.70
100-4-032200-5667	VFD-United Way Contribution Contribution (100-3-000000-189912)	24.30

100-4-033100-5550	Extradition	628.90
100-4-033100-6002	Jail-Food Supplies Reimbursement for Food	80.00
100-4-035500-5230	E911-Telephone Reimbursement	10,529.82
100-4-043100-6048	B&G-Building Supplies Sign Reimbursement	75.00
100-4-053500-55400	CSA-Training & Education Hotel Room Reimbursement	275.00
100-4-053500-7003	CSA-Pool Program Service Reimbursement	1,907.83
100-4-071100-1300	Recreation-Part-time Salaries Extra Assigned Duty Reimbursement	2,000.00
100-4-073100-5210	Library-Postage Contribution for Postage	260.00
100-4-073100-6001	Library-Office Supplies Donation	35.49
100-4-073100-6003	Library-Furniture & Fixtures Donation	474.80
100-4-082500-6014	Ag Development-Farmer's Mkt Vendor Fees (100-3-000000-189918)	125.00
251-4-353853-6014	WIA-Rent Rent Payments (251-3-000000-150201)	11,349.75
251-4-353878-6014	WIA-Other Operating Supplies Community Impact Grant (251-3-000000-353878)	2,500.00
520-4-042300-3170	Landfill Collections-Wrecker Serv Insurance Claim	745.00

TOTAL MAY EXPENDITURE REFUNDS \$36,551.17

NEW BUSINESS

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Springsted, Inc.: Discussion of hiring process for new County Administrator</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Discussion with Board of Supervisors concerning hiring process for new County Administrator</p> <p><u>STAFF CONTACT(S):</u> Mr. Monday</p>	<p><u>AGENDA DATE:</u> 06-21-2016</p> <p><u>ACTION:</u> Yes</p> <p><u>CONSENT AGENDA:</u> <u>ACTION:</u></p> <p><u>ATTACHMENTS:</u> No</p> <p><u>REVIEWED BY:</u> </p>	<p><u>ITEM NUMBER:</u> 9</p> <p><u>INFORMATION:</u></p> <p><u>INFORMATION:</u></p>
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BACKGROUND:

At their meeting on April 19, 2016, the Board of Supervisors approved hiring Springsted, Inc., a professional executive recruiting firm, to coordinate the search for a County Administrator. Standard services include the following Scope of Work:

- Developing position profile specific for the County
- Advertising
- Receiving Applications
- Reviewing applications and comparing credentials/experience to position profile
- Recommending slate for consideration by Board of Supervisors and providing full report of candidates
- Assisting Board of Supervisors in narrowing candidates
- Scheduling interviews
- Conducting background check
- Assisting during interviews as directed by the Board of Supervisors
- Negotiating terms and contract

DISCUSSION:

The Springsted's specific scope of work is flexible to meet the exact needs of the Board and from the Board's input, the firm will be able to define those needs. Springsted will also discuss the timeline and process for hiring a new County Administrator.

RECOMMENDATION:

Staff submits this to the Board of Supervisors for their review and consideration.

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Award Contract - Callahan Hill, Medical Center Road and W.I. Powell Compactor Site Paving	<u>AGENDA DATE:</u> 6/21/2016	<u>ITEM NUMBER:</u> 10
	<u>ACTION:</u> Yes	<u>INFORMATION:</u>
	<u>CONSENT AGENDA:</u> <u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> 1. Letter from Dewberry with Quote	
<u>SUBJECT/PROPOSAL/REQUEST:</u> Award Contract for Callahan Hill, Medical Center Road and W.I. Powell Compactor Site Paving	<u>STAFF CONTACT(S):</u> Mr. Monday; Mr. Hawker	<u>REVIEWED BY:</u> 

BACKGROUND:

DISCUSSION:

The County received one bid from Crews Construction Company, Inc. on May 31, 2016 for construction of the Callahan Hill, Medical Center Road, and W.I Powell Compactor Site Paving. The bid was received in the amount of \$120,891.46. This bid was an estimated \$25,000 under the County budget.

RECOMMENDATION:

Staff recommends the Board of Supervisors award the bid to Crews Construction Company, Inc. in the amount of \$120,891.46 and authorize the County Administrator to execute the contract. **Requires a Motion.**



Dewberry Engineers Inc. | 434.797.4497
551 Piney Forest Road | 434.797.4341 fax
Danville, VA 24540 | www.dewberry.com

June 3, 2016

Mr. Otis Hawker
Assistant County Administrator
Pittsylvania County
P.O. Box 426
Chatham, VA 24531

Re: Pittsylvania County Callahan Hill, Medical Center Road and W. I. Powell Compacter Site Paving

Dear Mr. Hawker:

Bids were received on May 31, 2016 at 2:00 p.m. for construction of the above referenced project. During the public bid opening the apparent low bidder was announced as Crews Construction Company, Inc. with a bid amount of \$120,891.46.

We have verified the correctness of the bids received, conducted a contractor reference check, and verified proper contractor licensing; thereby, determining Crews Construction Company, Inc. as being the lowest responsible responsive bidder.

Based upon the above investigation, Pittsylvania County may proceed with award of the paving construction project to Crews Construction Company, Inc.

If you should have any questions, please feel free to call.

Sincerely,

Dewberry Engineers Inc.

Shawn R. Harden, P.E.
Associate

SRH/chn

Attachments

P:\50081363\Adm\Correspondence\Letters\2016.06.03.Award Letter.doc

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<p><u>AGENDA TITLE:</u> Proposal Award for A/E Services for Courthouse Crime Prevention through Environmental Design.</p> <p><u>SUBJECT/PROPOSAL/REQUEST:</u> Award contract to Dewberry Engineers Inc</p> <p><u>STAFF CONTACT(S):</u> Jerry Hagerman, Mark Scarce, Sheriff Mike Taylor, Otis Hawker, Darrell Dalton and Connie Gibson</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><u>AGENDA DATE:</u> 06/21/16</td> <td style="width: 50%;"><u>ITEM NUMBER:</u> 11</td> </tr> <tr> <td><u>ACTION:</u> Yes</td> <td><u>INFORMATION:</u></td> </tr> <tr> <td><u>CONSENT AGENDA:</u></td> <td></td> </tr> <tr> <td><u>ACTION:</u></td> <td><u>INFORMATION:</u></td> </tr> <tr> <td colspan="2"><u>ATTACHMENTS:</u> 1) RFP</td> </tr> <tr> <td colspan="2"><u>REVIEWED BY:</u> </td> </tr> </table>	<u>AGENDA DATE:</u> 06/21/16	<u>ITEM NUMBER:</u> 11	<u>ACTION:</u> Yes	<u>INFORMATION:</u>	<u>CONSENT AGENDA:</u>		<u>ACTION:</u>	<u>INFORMATION:</u>	<u>ATTACHMENTS:</u> 1) RFP		<u>REVIEWED BY:</u> 	
<u>AGENDA DATE:</u> 06/21/16	<u>ITEM NUMBER:</u> 11												
<u>ACTION:</u> Yes	<u>INFORMATION:</u>												
<u>CONSENT AGENDA:</u>													
<u>ACTION:</u>	<u>INFORMATION:</u>												
<u>ATTACHMENTS:</u> 1) RFP													
<u>REVIEWED BY:</u> 													

BACKGROUND:

Pittsylvania County is requesting A/E services for the study, evaluation, and design of a new secure enclosed main entry on the lower level of the existing Courthouse. The existing entry does not meet current design standards required for secure entry and scanning of patrons etc. The new entry is to act as the only means of public access and no person will be allowed to enter the building unless going thru the screening process. The new vestibule will allow for multiple guards to be present and multiple scanning units installed all while maintaining the proper mean of egress.

DISCUSSION:

The Purchasing Department emailed 6 copies of the RFP 04/21/2016. We advertised in 2 local newspapers, posted on the County's public notice board and posted on the County's website. We received two responses, Dewberry Engineers Inc. and Architectural Partners. Both vendors gave presentations on 06/07/2016. The evaluation committee consisting of Jerry Hagerman, Mark Scarce, Sheriff Taylor, Otis Hawker and Darrell Dalton evaluated the proposals and presentations and voted that Dewberry Engineers was the best choice for the County.

Funds have already been appropriated for FY2017. A new line item titled "Consultant Engineering" will be established to track the expenses.

RECOMMENDATION: Staff recommends the Board of Supervisors to authorize the County Administrator to execute the agreement with Dewberry Engineers Inc.



COUNTY OF PITTSYLVANIA

Request for Proposal (RFP) # 2016-04-21
For
Crime Prevention through Environmental Design

APRIL 21, 2016

CONTACTS: OTIS S. HAWKER
ASSISTANT COUNTY ADMINISTRATOR
(434) 432-7712 – E-mail: Otis.Hawker@pittgov.org

CONNIE GIBSON, PURCHASING MANAGER
(434) 432-7744 – E-mail: connie.gibson@pittgov.org

Pittsylvania County, Virginia
RFP # 2016-04-21
Issue date: April 21, 2016
Crime Prevention through Environmental Design

GENERAL INFORMATION FORM

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

DUE DATE: Sealed Proposals will be received until **May 24, 2016**, no later than **2:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

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

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

Sealed Proposal - RFP #2016-04-21, Crime Prevention through Environmental Design
Proposals not so marked or sealed shall be returned to the offeror and will not be considered. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and include the title of the individual signing on behalf of the offeror. All expenses for making Proposals to Pittsylvania County shall be borne by the offeror. **All Proposals shall be received by 2:00 P.M., Tuesday, May 24, 2016.** Any proposal received after this time and date will not be considered. The offeror has the sole responsibility to have the proposal received by the Pittsylvania County Purchasing Department at the above address and by the above stated time and date.

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

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

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

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

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

Name and Address Of Firm:

_____ Date: _____
_____ By: _____
_____ (Signature in Ink by Officer of the Corporation)
_____ Name: _____
_____ (Please Print)
_____ Zip Code _____ Title: _____

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

E-mail: _____ State of Incorporation: _____

State Corporation Commission #: _____

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

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

(Return this Form)

I. PURPOSE:

The Pittsylvania County Board of supervisors seeks qualified Architectural/Engineering firms to submit proposals for the study, evaluation, and design of a new secure enclosed Main entry on the lower level of the existing Courthouse. The existing entry does not meet current design standards required for secure entry and scanning of patrons etc. The new entry is to act as the only means of public access and no person will be allowed to enter the building unless going thru the screening process. The new vestibule will allow for multiple guards to be present and multiple scanning units installed all while maintaining the proper mean of egress. The Project shall take into account the current entryway, accessible means from the parking lot and existing building conditions in order to minimally impact current conditions.

The general scope of Work includes:

- Meet with County staff, Judicial staff and Sheriff to evaluate existing conditions and proposed changes the end users would like to implement.
- Interior Architectural layouts of proposed new vestibule enclosure
- Associated MEP/FP and Life Safety systems changes required
- Proposed Life Safety, and Security requirements

The estimated value of the work is \$130,000.00.

II. SCOPE OF SERVICES:

1. Basic Design Services. Designer shall prepare plans and specifications, bid documents and contract documents necessary to construct the Work. Plans and specifications shall comply with all applicable Local, State and Federal rules and regulations and able to receive all appropriate permits and approvals required for construction.
2. Bidding and Contracting Services.
Designer shall assist the county by preparing the advertisement for bids and coordinating the bidding process to include:
 - Distribute bid documents to persons/agencies that request them;
 - Conduct a pre-bid conference;
 - Respond to queries and issue of addenda to the bid documents;
 - Review all bids to verify Bidder Responsiveness, and the Responsible nature of the Bidders;
 - Prepare a Bid Tabulation for Board of Supervisors to review;
 - Recommend award to the owner of the lowest responsive and responsible Bidder

- Assist the County with obtaining a Contractor under contract including review and approval of all necessary insurance certificates and bonds.
3. Construction Administration Services.
Designer shall conduct construction administration services to include the following:
- Conduct a Pre-Construction Conference at the owners request
 - Review and approve any required shop drawings;
 - Review all Contractor Pay Requests and recommend payment to Board of Supervisors
 - Prepare all construction Change Orders including review and recommendations
 - Visit the site as needed to verify the Work is in compliance with all required specifications and regulations
 - Resolve Contractor inquiries and questions during construction including interpretation of plans and specifications;
 - Prepare Record Drawings

III. INSTRUCTIONS TO OFFERORS

- A. This procurement shall be conducted in accordance with the competitive negotiation procedures of the Virginia Public Procurement Act – Section 2.2- 4302.2
- B. Six (6) copies of proposals shall be submitted to:
- Pittsylvania County
Purchasing Department
P.O. Box 426
1 Center Street – County Administration Building
Chatham, VA 24531
- C. Questions related to the RFP and the Consultant selection process should be directed to:
- Connie Gibson, Purchasing Manager
Pittsylvania County Purchasing Department
Phone: (434) 432-7744
Fax: (434) 432-7746
E-mail: connie.gibson@pittgov.org

- D. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342D of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- E. Any vendor transacting business with Pittsylvania County may be asked to provide proof of registration with the State Corporation Commission (SCC), as required by Sections 13.1 or Title 50 of the Code of Virginia.

IV. PROPOSAL REQUIREMENTS

The proposal shall provide information necessary for Pittsylvania County to evaluate the qualifications, experience, and expertise of the proposing firm and sub consultants to perform the services.

The Offeror or Proposer is to make a written proposal which presents an understanding of the work to be performed. The Offeror is asked to address each evaluation criteria contained in Section V - Proposal Evaluation Criteria and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the County may properly evaluate the firm's capabilities to provide the required services.

The Offeror should include in their proposal the following:

- A. Table of Contents – number all pages of the proposal.
- B. Introduction - Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
- C. FOIA Exclusion Letter – Letter on company letterhead stating exclusions within the proposal. Identify the specificity of the data or other materials for which protection is sought and state the reasons why protection is necessary in accordance with the Code of Virginia, Chapter 43, § 2.2-4342. For more details see Section V Terms and Conditions paragraph N, Freedom of Information Act.

- D. Proposal – the Proposal submitted by Offeror shall include a minimum, the following:
1. The Offeror shall address each requirement of the Scope of Services or the area(s) of expertise proposed to be provided.
 2. The Offeror shall provide evidence that demonstrates their ability to provide the services within reasonable completion dates and within budget.
 3. The Offeror shall provide its current workload with particular reference to personnel and other resources being proposed.
 4. Proposed approach to provide the requested services.
 5. The Offeror shall provide information on the corporate structure of its firm as well as any proposed sub-consultants required to perform the required work.
 6. Include as appendices the following information:
 - a) A list of completed projects and a resume of personnel expected to be assigned to this project including the name(s) of the partner in charge;
 - b) Provide a minimum of three references where similar work was performed.
 7. The Offeror shall not have cost for services stated in the proposal. An estimated cost of services shall be requested when the evaluation committee short-lists the Offerors' proposals and interviews are determined.

V. PROPOSAL EVALUATION CRITERIA

- A. Selection of the successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:
1. Specific experience, technical capabilities, professional competence, and qualifications of the proposing firm and project personnel, especially those assigned to provide the services in accordance with the Statement of Needs. (40 points)
 2. Clearly demonstrated the understanding of the work to be performed and completeness and reasonableness of the Offeror's plan for accomplishing the Statement of Needs. (30 points)
 3. Current experience in providing the needs of the County (15 points)
 4. References. (15 points)
- B. The Selection Committee will evaluate the most responsive proposals as deemed by staff and may also ask questions of a clarifying nature from offerors as required. Each committee member will complete a proposal evaluation form for each submission received. A composite rating will be developed which indicates the group's collective ranking of the written proposals in a descending order. The County shall engage in individual discussions with two or more Offerors deemed the most fully qualified, responsible and suitable on the basis of the Selection Committee's evaluations. These Offerors may be requested to make an

oral presentation to the Selection Committee to explain their proposal and answer questions.

- C. At the conclusion of discussion, on the basis of evaluation factors as set at the time of issuance of this proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted; beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. Pittsylvania County reserves the right to award a contract to more than one Offeror, if it is in the County's best interest.

The County reserves the right to accept or reject any or all proposals received as a result of Request for Proposal if it is in the best interest of Pittsylvania County.

VI. TERMS AND CONDITIONS:

A. Acceptance, Invoicing and Payment

Pittsylvania County will make payment to the Consultant, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice for work resulting from this RFP.

Nothing herein, or in the process, shall be construed as having obligated the County to pay for any expenses incurred by respondents to this RFP, or to the selected consultant prior to the Board of Supervisors' approval of a consultant services contract.

Pursuant to Virginia Code § 2.2-4354, 1950, as amended, the CONSULTANT covenants and agrees to:

1. Within seven (7) days after receipt of any amounts paid to the CONSULTANT under the Agreement, (i) pay any subconsultant for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subconsultant, or (ii) notify the COUNTY and the subconsultant, in writing, of its intention to withhold all or part of the subconsultant's payment and the reason therefore;
2. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONSULTANT under the Agreement;
3. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subconsultant and the CONSULTANT on all amounts owed by the CONSULTANT that remain unpaid after seven (7) days following receipt by the CONSULTANT of payment from the COUNTY for work performed by the subconsultant under the

Agreement; and

4. Include in its contracts with any and all subconsultants the requirements of 1, 2, and 3 above.

B. Attorney's Fees

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses, except in a case of default by the Consultant, the Consultant shall be responsible for any resulting additional purchase and administrative costs including, but not limited to fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs.

C. Audit

Consultant shall keep and require each of its subconsultants, if any, to keep, at no additional cost to County, full and detailed accounts of costs chargeable to County, during the project, and for five (5) years following completion. County shall be afforded full access to accounts, records, and supporting documents for review, audit, copy (such copies will be the property of County), and verification of costs. Audit access to Consultant's records in lump sum or unit price areas when applicable shall be sufficient to satisfy County that all quantities meet the payments to its subconsultant and suppliers, Consultant shall remit promptly to County the amount of any adjustment resulting from audit.

D. Availability of Funds/Non-Appropriation Clause

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. Notwithstanding any other provision in the agreement, to the contrary, if the County fails during any fiscal year to appropriate or allocate sufficient funds to pay the amounts to be paid by the County pursuant to the provisions of the agreement, which become due and payable during such fiscal year, then the agreement and all the obligations of the County hereunder shall automatically terminate at the end of the fiscal year in which non-appropriation occurs. The County agrees to use its reasonable efforts to obtain any necessary funding contemplated by the agreement, on an annual basis.

E. Binding Effect

The terms, provisions, covenants and conditions contained in any resulting Contract shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors, and permitted assigns except as otherwise expressly provided.

F. Compliance of Law

The Consultant providing materials and services to the County under any contract resulting from this RFP represents and warrants to the County that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia

Human Rights Act, as amended, where applicable.

2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code §2.2-4311.1.
3. Complying with federal, state and local laws and regulation applicable to the performance of the services procured; and
4. In full compliance with the Virginia Conflict of Interest Act.

G. Contract Award

Pittsylvania County has the right to award a contract to more than one Offeror, if it is in the County's best interest to provide adequate services in accordance with the criteria found in the Scope of Services. Should Pittsylvania County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Pittsylvania County reserves the right to award the contract to the most qualified, responsible, and responsive offeror(s), resulting in a negotiated agreement, which is most advantageous to and in the best interest of Pittsylvania County. Pittsylvania County shall be the sole judge of the Proposal and the resulting negotiated agreement that is in the public interest, and Pittsylvania County's decision shall be final.

H. Contract Changes

No verbal agreement or conversation with any officer, agent or employee of Pittsylvania County either before or after execution of the contract resulting from this Request for Proposal (RFP), RFP Addendum or follow-up negotiations, shall effect or modify any of the terms or obligations contained in the contract. No alterations to the terms and conditions of the contract shall be valid or binding upon Pittsylvania County unless made in writing and where Board approval is not required, by the County Administrator or his designee

I. Contract Documents

The contract entered into by Pittsylvania County and the Consultant shall consist of this Request For Proposal, any addendum issued, the proposal submitted by the Consultant, Pittsylvania County's Standard Form of Agreement, and any approved change orders issued, all of which shall be referred to collectively as the Contract Documents. Additional documents which the parties agree to include as contract documents may be set forth in the final contract.

J. Contract Performance Terms

Any contract resulting from this RFP shall have a term limit of one year and may be renewable for four additional one-year terms at the option of Pittsylvania County. This contract may be extended during the term of the existing contract for services allowed to complete any work undertaken but not completed during the original term of the contract.

K. Definitions:

1. Consultant:

The Consultant who enters into a contract with Pittsylvania County to provide the services herein for Pittsylvania County.

2. County:
Wherever the word "County" appears, it shall be understood to mean Pittsylvania County Government.
3. Offeror:
A person who makes an offer in response to a Request for Proposals.
4. Informality:
A minor defect or variation in a bid or proposal from the exact requirements of the Invitation for Bid, or the Request for Proposal, which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

L. Drug Free Workplace

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

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

M. Ethics in Public Contracting

The Offeror hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Section 2.2-4367 through 2.2-4377, Virginia Code Annotated, and that all amounts received by it, pursuant to a Contract resulting from this RFP, are proper and in accordance herewith. By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subconsultant in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

N. Examination of Records

The Consultant agrees that Pittsylvania County or any duly authorized representative shall have

access to and the right to examine any and copy any directly pertinent books, documents, papers and records of the Consultant involving transactions related to any contract resulting from this RFP. The period of access provided in this paragraph for records, books, documents, and papers and software which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of any subsequent contract or any subsequent contracts with vendors shall continue until disposition of any appeals, arbitration, litigation, or claims. Consultants agrees to keep all records in accordance with the state and local retention laws including but not limited to Virginia Code § 55-525.27.

O. Faith-Based Organizations

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as amended, in all invitations to bid, requests for proposals, contracts, and purchase orders, the COUNTY does not discriminate against faith-based organizations “Faith-based Organization” means a religious organization that is or applies to be a Consultant to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193. If CONSULTANT is a faith-based organization, then Consultant shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as amended, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the COUNTY and a faith-based organization, you are hereby notified as follows:

Neither the COUNTY’S selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator.

P. Federal-Aid Provisions

When the U. S. government pays all or any portion of the cost of a project, the Consultant shall observe all federal laws, rules, and regulations made pursuant to such laws. The work shall be subject to inspection by the appropriate federal agency. Such inspection shall in no sense make the federal government a party of the contract and will in no way interfere with the rights of either party. Consultant shall require all subconsultants to observe all federal laws, rules, and regulations made pursuant to such laws. Reporting requirements that is part of the regulation shall be followed in accordance with the federal law, rules and/or regulation made pursuant to such laws. A Duns number will be provided by the Consultant and registration with the Central Consultant Registration (CCR) shall be followed according to the federal aid provisions.

Q. Freedom of Information

All information submitted to the County in response to this RFP will constitute public

information and pursuant to the Virginia Freedom of Information Act will be available to the public for inspection upon request. Pursuant to Virginia Code §2.2-4342, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code § 59.1-336, part of the Uniform Trade Secrets Act. In order to claim this exemption, a Bidder/Offeror must: (1) Submit a request in writing referencing their desire to invoke the protections of Virginia Code § 2.2-4342; (2) Specifically identify which data or materials they wish to have protected; and (3) Articulate the rationale for why protection is necessary for the particular data or materials, to the satisfaction of the County. Failure to meet these requirements will result in the data or materials being open for inspection in response to a valid inquiry under the Virginia Freedom of Information Act and serve to waive any right of the Bidder/Offeror to assert a claim against the County for disclosure of trade secrets or proprietary information.

R. Force Majeure

In any contract resulting from this RFP, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, industry wide material shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, pandemic flu, acts of God, war, governmental action, and labor conditions. In the case of an industry wide material shortage the Consultants shall provide to the County within 24 hours of Consultant's determination that there exists an industry wide material shortage, the following: 1) a written description of the specific material alleged to be in short supply; 2) a written list of all manufacturers, wholesalers, suppliers and/or retailers from which Consultant has attempted to obtain, and/or contracted to obtain, said material; 3) a written description detailing all actions taken by Consultant to obtain said materials; 4) a written statement, signed by an authorized representative of Consultant, that Consultant has used due diligence to secure said materials in the most expeditious manner; 5) a written time frame in which Consultant anticipates that it will obtain said materials and; 6) the County, or its authorized representative, concurs that there is an industry wide shortage of the specific material so identified by Consultant.

S. Grant Funds Provision

When a project is funded in part or all by grant funds, the Consultant shall observe all rules and regulations according to the grant fund award documentation. Consultant has the responsibility to comply with all grant fund reporting requirements and any or all award documentation terms and conditions.

T. Governing Law

In any contract resulting from this RFP, the parties agree that this agreement is governed by and shall be interpreted in accordance with the Pittsylvania County Procurement Policy and the laws of the Commonwealth of Virginia, the Virginia Public Procurement Act, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Pittsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court.

U. Headings

Headings in the RFP and any resulting contract are informational only and the substance of each numbered or lettered provision shall prevail in the event of any ambiguity or inconsistency between a heading and its content.

V. Insurance

During the performance of any Contract resulting from this RFP, the Consultant shall have and keep current insurance whichever is greater in scope or amount as follows:

- a. Worker's Compensation Insurance in compliance with all states in which Consultant does business, including coverage B Employer's liabilities in not less than the following amounts:
 - i. Bodily Injury by accident \$100,000 for each accident;
 - ii. Bodily Injury by disease, \$500,000 policy limit;
 - iii. Bodily Injury by disease, \$100,000 for each employee.
- b. General Liability insurance in amount not less than \$1,000,000 for any occurrence involving bodily injury, and not less than \$1,000,000 for any occurrence involving property damage. This coverage shall include contractual liability, broad form property damage, independent Consultants, and personal injury.
- c. Automobile liability insurance in an amount not less than \$500,000 combined single limit bodily injury and property damage. This coverage shall include liability for the use of hired and non-owned apparatus.
- d. Professional Liability Insurance in an amount not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The amount of coverage may increase according to the project value.

The General Liability and Automobile Liability insurance policies specified herein shall name Pittsylvania County as additional insured with regard to work performed under any contract resulting from this IFB. The Consultant shall provide Pittsylvania County with copies of certificates of insurance coverage and proof of payment of all premiums. These certificates shall have provisions for notifying Pittsylvania County if there is any change in liability insurance.

W. Interpretation

Words of any gender used in any Contract resulting from this RFP shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context otherwise requires.

X. Non-Collusion

The party making the foregoing proposal hereby certifies that such proposal is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person, to put in a sham proposal or to refrain from offering, and has not in any manner, directly or indirectly, sought by agreement or collusion, or

communication or conference, with any person to fix the proposal price or affiant or of any proposal, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the County or any person interested in the proposed contract; and that all statements in said proposal are true.

Y. Non-Discrimination

Any contract resulting from this RFP and every contract, sub-contract, or purchase order there under shall include the following provisions according to Virginia Code 2.2-4311:

During the performance of a contract, the Consultant agrees as follows:

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicant for employment, notices setting forth non-discrimination clause.
- b. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, will state that such Consultant is an equal opportunity employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirement.

The Consultant will include the provisions in the foregoing paragraphs a, b, and c in every contract, subcontract, or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor associated with Pittsylvania County.

Z. Partial Invalidity

Neither any payment for, nor acceptance of, the whole or any part of the services by Pittsylvania County, nor any extension of time, shall operate as a waiver of any provision of any Contract resulting from this RFP, nor of any power herein reserved to Pittsylvania County, or any right to damages herein provided, nor shall any waiver of any breach of any Contract be held to be a waiver of any other or subsequent breach. Failure of Pittsylvania County to require compliance with any term or condition of any Contract shall not be deemed a waiver of such term or condition nor a waiver of the subsequent enforcement thereof.

AA. Proposal Withdrawal

Any Proposal may be withdrawn up until the time set above for the opening of the Proposal. Any Proposals not so withdrawn shall constitute an irrevocable offer for a period of 120 days.

BB. RFP Proposal and Clarification

Pittsylvania County reserves the right to request clarification of information submitted and to request additional information of one or more offerors. Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing to

Pittsylvania County's Purchasing Manager. Pittsylvania County shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum signed by Pittsylvania County's Purchasing Manager. is the only official method whereby interpretation, clarification, or additional information can be given. Pittsylvania County will provide electronically or by mail to all official RFP holders any addenda, which are issued to this Request for Proposal. Official RFP holders are those who obtain an RFP from the Pittsylvania County Purchasing Manager.

CC. Release and Ownership of Information

Pittsylvania County shall make a good faith effort to identify and make available to the Consultant all non-confidential technical and administrative data in Pittsylvania County's possession which Pittsylvania County may lawfully release including, but not limited to contract specifications, drawings, correspondence, and other information specified and required by the Consultant and relating to its work under this Contract. Pittsylvania County reserves its rights of ownership to all material given to the Consultant by Pittsylvania County and to all background information, documents, and computer software and documentation developed by the Consultant in performing any Contract resulting from this RFP.

No reports, information or data given to or prepared by the Consultant under the resulting Contract shall be made available to any individual or organization by the Consultant without the prior written approval of Pittsylvania County, which approval Pittsylvania County shall be under no obligation to grant.

As may be allowed by law, any information, ideas, or concepts that the County receives during the procurement process from any offeror's written proposal, any discussion or interview with the offeror or as a result of any portion of the procurement process for the services described in this Request for Proposal shall become the property of Pittsylvania County. Pittsylvania County may use this information for any purpose without compensation to the offeror from whom the information was received.

DD. Rights and Responsibilities of Consultant

The Consultant shall indemnify, defend and hold harmless the County and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by Consultant and/or its Consultants or employees, or anyone else for who Consultant is or may be responsible. This section shall survive the termination this agreement.

The Consultant in any contract resulting from this RFP shall pay all royalties and license fees necessary for performance of the contract. The Consultant shall defend all suits or claims for infringement of any patent rights or any other proprietary rights arising from or related to performance of the resulting contract and shall save Pittsylvania County harmless from any and all loss, including reasonable attorneys' fees, on account thereof.

EE. Sub Consultants and Assignments

The Consultant shall not sublet or assign or transfer any interest in this Contract or any portion

thereof without the prior written consent of Pittsylvania County of which Pittsylvania County shall be under no obligation to grant. In seeking consent for any subcontract or assignment, the Consultant shall furnish all information required by Pittsylvania County to permit Pittsylvania County to ascertain the qualifications of the proposed subconsultant to perform the work, and the Consultant shall submit a copy of the subconsultant to Pittsylvania County for approval. The subconsultant shall incorporate by reference all provisions and conditions of the Contract resulting from this RFP.

Pittsylvania County's approval of a subconsultant shall not relieve the Consultant of any of its responsibilities, duties or liabilities hereunder. The Consultant shall continue to be responsible to Pittsylvania County for performance of the subconsultant and the subconsultant, for all purposes, shall be deemed to be an agent or employee of the Consultant. Nothing in the Contract resulting from this RFP or any subcontract shall create any contractual relationship between any subconsultant and Pittsylvania County.

FF. Tax Exemption

The County of Pittsylvania as a public body of the Commonwealth of Virginia, is exempt from any Federal excise tax and Virginia sales and use tax for purchases made by the County.

GG. Termination

Pittsylvania County shall have the right to terminate at Pittsylvania County's convenience, with or without cause, any Contract resulting from this RFP by specifying the date of termination in a written notice. In this event, the Consultant shall be entitled to just and equitable compensation for any satisfactory work completed. All work produced, and data collected shall become the property of Pittsylvania County.

PITTSYLVANIA COUNTY
Board of Supervisors

EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Resolution Opposing Danville Utilities' Electric Rate Hike	<u>AGENDA DATE:</u> 6/21/16	<u>ITEM NUMBER:</u> 12
<u>SUBJECT/PROPOSAL/REQUEST:</u> Resolution 2016-06-02	<u>ACTION:</u> Yes.	
<u>STAFF CONTACT(S):</u> Mr. Monday; Mr. Hunt	<u>ATTACHMENTS:</u> 1) Resolution	
	<u>REVIEWED BY:</u> 	

BACKGROUND/DISCUSSION:

At the last BOS meeting, the BOS unanimously directed County Staff to draft a Resolution opposing the Danville Utilities' proposed electric rate hike and requesting additional Pittsylvania County resident participation on the Danville Utility Commission. Attached please find a draft of said Resolution.

RECOMMENDATION:

Submitted by County Staff for the BOS' review, comment, and potential action.

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS
RESOLUTION 2016-06-03**

A RESOLUTION OPPOSING DANVILLE UTILITIES' ELECTRICAL RATE HIKE

WHEREAS, the City of Danville, Virginia, Utilities Department ("Danville Utilities") serves approximately 42,000 customers in Danville, southern Pittsylvania County, and portions of Henry and Halifax Counties; and

WHEREAS, approximately 17,000 of said customers are located in Pittsylvania County, representing approximately 40.5% of the total number of Danville Utilities' customers; and

WHEREAS, despite the above, currently there is only one (1) Pittsylvania County resident serving on the seven (7) member Utility Commission that governs Danville Utilities; and

WHEREAS, in May of 2016, Danville City Council voted 7-2 to increase Danville Utilities' electric rate, effective August 1, 2016, as detailed in the two (2) attachments.

NOW THEREFORE, BE IT RESOLVED BY THE PITTSYLVANIA COUNTY BOARD OF SUPERVISORS, that it opposes Danville Utilities' electrical rate hike, and asks Danville City Council to reconsider its actions due to the potential negative financial implications said rate hike will have on approximately 17,000 Pittsylvania County customers; and

BE IT FURTHER RESOLVED, that the Pittsylvania County Board of Supervisors respectfully asks Danville City Council to consider increasing Pittsylvania County's resident representation on the Danville Utility Commission commensurate with its percentage of total utility customers; and

BE IT FINALLY RESOLVED, that a copy of this Resolution be sent to Danville City Council and the Danville Utility Commission.

Adopted this 21th day of June, 2016.

Jessie L. Barksdale, Chairman
Pittsylvania County Board of Supervisors

ATTEST:

Clarence C. Monday, Clerk
Pittsylvania County Board of Supervisors

APPROVED AS TO FORM:

J. Vaden Hunt, Esq.
Pittsylvania County Attorney

	<u>Vote</u>
Jessie L. Barksdale, Chair	_____
Elton W. Blackstock, Vice Chair	_____
Joe Davis	_____
Ronald Scarce	_____
Robert Warren	_____
Jerry A. Hagerman	_____
Tim R. Barber	_____

Ayes _____ Nays _____ Abstentions _____

APPENDIX A
ELECTRIC CUSTOMER CHARGE

	<u>Existing</u>	<u>Effective August 1, 2016</u>
Residential (RS)	\$ 7.80	\$ 9.00
Worship Sanctuary (WSS)	\$ 24.00	\$ 24.00
Small General (SGS)	\$ 10.90	\$ 12.50
Medium General (MGS-1)	\$ 50.00	\$ 75.00
Medium General (MGS-2)	\$ 50.00	\$ 75.00
Medium General (MGS-3)	\$ 50.00	\$ 80.00
Large General (LGS-1)	\$ 200.00	\$ 350.00
Large General (LGS-2)	\$ 200.00	\$ 350.00
Large General (LGS-3)	\$ 200.00	\$ 350.00

APPENDIX B

ELECTRIC

	Energy		Demand	
	Per kWh Existing	Per kWh Effective August 1, 2016	Per KW Existing	Per KW Effective August 1, 2016
Residential (RS)	\$0.11640	\$ 0.11760	\$ -	\$ -
Worship Sanctuary (WSS)	\$0.11640	\$ 0.12100	\$ -	\$ -
Small General (SGS)	\$0.11640	\$ 0.11940	\$ -	\$ -
Medium General (MGS-1)	\$0.06790	\$ 0.06530	\$ 14.29	\$ 15.00
Medium General (MGS-2)	\$0.06680	\$ 0.05680	\$ 14.14	\$ 14.14
Medium General (MGS-3)	\$0.06680	\$ 0.06450	\$ 14.29	\$ 15.00
Large General (LGS-1)	\$0.05660	\$ 0.05700	\$ 17.04	\$ 17.04
Large General (LGS-2)	\$0.05570	\$ 0.05550	\$ 16.79	\$ 16.79
Large General (LGS-3)	\$0.05660	\$ 0.05700	\$ 17.04	\$ 17.04

APPOINTMENTS

PITTSYLVANIA COUNTY
Board of Supervisors
EXECUTIVE SUMMARY

<u>AGENDA TITLE:</u> Upcoming Term Appointments	<u>AGENDA DATE:</u> 06-21-2016	<u>ITEM NUMBER:</u> 13
<u>SUBJECT/PROPOSAL/REQUEST:</u> Upcoming Term Appointments	<u>ACTION:</u> Yes	<u>INFORMATION:</u>
<u>STAFF CONTACT(S):</u> Mr. Monday	<u>CONSENT AGENDA:</u> <u>ACTION:</u>	<u>INFORMATION:</u>
	<u>ATTACHMENTS:</u> No	
	<u>REVIEWED BY:</u> <i>GAS</i>	

DISCUSSION:

The following terms will expire June 30, 2016:

(a) Danville Community College Board of Trustees:

Vacant Pittsylvania County representative seat on the DCC Board of Trustees for a 4-year term that would begin July 1, 2016 and end June 30, 2020.

(b) Danville-Pittsylvania Community Services Board:

1. The Callands/Gretna representative's seat on the Danville-Pittsylvania Community Services Board will expire on June 30, 2016. This is a three-year term that will run from July 1, 2016 through June 30, 2019.

2. The Staunton River representative has indicated they wanted to resign, thus an appointment needs to be made to fill the remaining term, from present until June 30, 2018.

(c) Pittsylvania County Board of Assessors:

The Pittsylvania County Board of Assessors assists the hired assessment contractor in assessing all real estate in the locality. Meeting dates, time and location are determined by the Reassessment Contractor. The Board of Assessors is composed of a maximum of seven (7) members appointed by the Board of Supervisor, one (1) from each electoral district and must live in the district that he/she represents.

The following nominations have been submitted thus far. Nominations may be submitted at the June 21, 2016 and any remaining vacancies will need to be filled by the July 19, 2016 Board meeting as the potential date for training is August 8, 2016.

- (a) Ms. Nancy Eanes – Dan River District
- (b) Ms. Mollie Holmes – Banister District
- (c) Mr. Dan Angell – Chatham-Blairs District
- (d) Mr. Leon Griffith – Tunstall District

(d) Pittsylvania County Public Library Board of Trustees:

Debra Dockery currently serves as one the Westover District representative on this Board. This is a 4-year term and Ms. Dockery is eligible for re-appointment. The new term would begin July 1, 2016 and end June 30, 2020.

RECOMMENDATION:

Staff submits this to the Board of Supervisors for their review and consideration. Separate motions would need to be made for each appointment.

REPORTS FROM BOARD MEMBERS

REPORTS FROM LEGAL COUNSEL

**REPORTS FROM
COUNTY
ADMINISTRATOR**

CLOSED SESSION

ADJOURNMENT

