

*Public Display*

**BOARD PACKET**  
**BOARD OF SUPERVISORS**  
**REGULAR MEETING**

**August 1, 2016**







**CONSENT AGENDA**

- 6. (a) Minutes: July 19, 2016 – BOS Regular Meeting *Pages 12-21*
- (b) Bill List – July 2016 (*Online*)
- (c) Proclamation – National Farmers’ Market Week; August 7-13, 2016 *Pages 22-24*

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

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**UNFINISHED BUSINESS**

- 7. Financial Matters
  - (a) Library Fax Appropriations – *At the July 19, 2016 meeting a motion was made by Mr. Barber, seconded by Mr. Warren that required a 10-Day Layover that has now been met. Requires a Roll Call Vote. – Pages 26-31*

**Roll Call Vote**

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

*(Roll Call Vote Y or N)*

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- (b) Expenditure Refunds for June 2016 – *At the July 19, 2016 meeting a motion was made by Mr. Barber, seconded by Mr. Warren that required a 10-Day Layover that has now been met. Requires a Roll Call Vote. – Pages 32-35*

**Roll Call Vote**

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

*(Roll Call Vote Y or N)*

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**NEW BUSINESS**

8. Dominion 7 presentation on the proposed County Animal Shelter– *Pages 37-39*

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

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9. Lottery for Localities – *Pages 40-46*

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

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10. Danville-Pittsylvania Community Services FY2017-18 Performance Contract  
– *Pages 47-53*

**Roll Call Vote**

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

*(Roll Call Vote Y or N)*

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11. Recommendations from Finance Committee – *The Finance Committee will meet at 5:00pm on Monday, August 1, 2016. Any recommendations from that meeting will be presented to the Board of Supervisors. – Page 54*

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

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12. Access Agreement for Armory – *Pages 55-58*

**Roll Call Vote**

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

*(Roll Call Vote Y or N)*

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13. Inmate Housing - Blue Ridge Regional Jail Contract – *Pages 59-69*

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

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14. Bid Award – Pittsylvania County Landfill Roll-Off Truck – *Pages 70-71*

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

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15. The Community Foundation of the Dan River Region Agreement – *Pages 72-76*

Roll Call Vote

Y N A  
Barber  
Hagerman  
Blackstock  
Searce  
Davis  
Warren  
Barksdale

*Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Roll Call Vote Y or N)*

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16. VDOT Smart Scale (HB2) Project Applications – *Pages 77-83*

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

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17. Expenditure Refunds for July 2016 – *Pages 84-86*

Roll Call Vote

Y N A  
Barber  
Hagerman  
Blackstock  
Searce  
Davis  
Warren  
Barksdale

*Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Roll Call Vote Y or N)*

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18. 2016 Year-end Budget Amendments – *Requires a motion and a 10-Day Layover*  
– *Pages 87-91*

*Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*

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19. Request for Public Hearing – Amendment to Pittsylvania County Zoning Ordinance to include Solar Energy Facility – *Pages 92-96*

*Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*

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20. Bathrooms at Middle Schools’ Parks – *Pages 97-98*

*Motion: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*  
*Second: Barber Hagerman Blackstock Davis Scarce Warren Barksdale*

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**BOARD ANNOUNCEMENTS**

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**REPORTS FROM LEGAL COUNSEL**

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**REPORTS FROM COUNTY ADMINISTRATOR**

1. Animal Control/CoP May 2016 Monthly Report – Pages 102-103
  2. Building/Grounds May 2016 Monthly Report – Pages 104-105
  3. Code Compliance May 2016 Monthly Report & Fees – Page 106
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**ADJOURNMENT**

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

Time: \_\_\_\_\_

**TO BE ADDED**

# HEARING OF CITIZENS

# **CONSENT AGENDA**

**Pittsylvania County Board of Supervisors  
Tuesday, July 19, 2016  
Regular Meeting**

**VIRGINIA:** The Regular Meeting of the Pittsylvania County Board of Supervisors was held on Tuesday, July 19, 2016 in the General District Courtroom of the Edwin R. Shields Addition in Chatham, Virginia. Jessie L. Barksdale, Chair, called the meeting to order at 7:00 p.m. The following members were present:

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

Mr. Clarence C. Monday, County Administrator, Mr. J. Vaden Hunt, County Attorney, Mr. Greg L. Sides, Assistant County Administrator for Planning and Development, Ms. Kim Van Der Hyde, Director of Finance, Ms. Lisette Jordan, Human Resource Manager, Mr. Odie H. Shelton, Jr., Director of Code Compliance, Mr. Mark Narron, Animal Shelter Manager, and Ms. Rebecca Flippen were also present.

Mr. Barksdale led the Moment of Silence, and then the Pledge of Allegiance.

**Approval of Agenda**

Motion was made by Mr. Davis, seconded by Mr. Barber, to approve the agenda, which was unanimously approved by the Board.

**Hearing of the Citizens**

Matthew Stevens of the Dan River District commented he was very concerned about a proposed solar energy farm that would be adjacent to his property. Mr. Stevens said he didn't feel this proposed solar farm was suited for that area as the Dan River Elementary and Middle Schools were close by, as well as a church and several residential houses. Mr. Stevens stated he also felt a 1000 foot setback should be required for any solar energy farms; and was concerned about potential radiation the panels may produce as well as the panels directed towards his, or any, home.

This concluded the Hearing of the Citizens.

**Consent Agenda**

Motion was made by Mr. Blackstock, seconded by Mr. Barber, to approve the Consent Agenda, which was approved by the Board of Supervisors.

- (a) Minutes: June 6, 2016 – BOS Regular Meeting  
June 21, 2016 – BOS Adjourned Meeting
- (b) Bill List – June 2016 (Online)

Mr. Blackstock's motion was unanimously approved by the Board.

**Public Hearing**

**Rezoning Cases**

**Case 1: John B. Farson, Jr. & Leander S. Farson – Banister Election District: R-16-015**

***R-1, Residential Suburban Subdivision District to A-1, Agricultural District***

Mr. Barksdale opened the public hearing at 7:07pm. Mr. Shelton explained that John and Leander Farson had petitioned to rezone a total of 1.752 acres (per survey), two (2) parcels of land, located on State Road 640/Riceville Road, in the Banister Election District from R-1, Residential Suburban Subdivision District to A-1, Agricultural District. Once the properties are rezoned to A-1, all uses listed under Section 35-178 are a permitted use. The Planning Commission, with no opposition, recommended granting the petitioners' request. Richard Armstrong, Jr., was there to represent the petition. No one signed up to speak and Mr. Barksdale closed the hearing at 7:09pm. Motion was made by Mr. Blackstock, seconded by Mr. Warren to approve the petitioners' request to rezone Case R-16-015 from R-1 to A-1 and the following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Blackstock-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

This concluded the Public Hearing.

**New Business**

The Legislative Committee met at 5:00 PM on Tuesday, July 19, 2016. The Legislative Committee made a recommendation in the form of a motion to the Board of Supervisors that staff bring back draft amendments to the Pittsylvania County Zoning Ordinance at the August 1, 2016 Board of Supervisors' meeting, for regulation of Solar Power Generation Facilities in order for the Board to set a public hearing to be held at their August adjourned meeting. The Board unanimously approved the Legislative Committee's motion.

Motion was made by Mr. Barber, seconded by Mr. Warren, to approve and amend the library's 2017 budget and appropriate \$9,575.30 to the Memorial Gifts Fund (265-4-073310-6012), noting that since these monies were originally deposited into the General Funds, a 10-Day Layover would be required.

Motion was made by Mr. Warren, seconded by Mr. Barber, for the reappropriation of \$36,382.42 as follows: \$100.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$18.01 to Sheriff-Subsistence & Lodging (100-4-031200-5530), \$150.00 to Sheriff-Undercover Work (100-4-031200-6024), \$2,773.23 to Sheriff-Parts (100-4-031200-6030), \$1,058.80 to Sheriff-Labor (100-4-031200-6031), \$806.81 to Extradition (100-4-033100-5550), \$35.00 to Jail-Food Supplies (100-4-033100-6002), \$896.10 to CSA-Pool Program (100-4-053500-7003), \$140.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$95.80 to WIA-Other Operating Supplies (251-4-353851-6014), \$29,053.67 to WIA-Rent (251-4-353853-6014), \$1,250.00 to WIA-Other Operating Supplies (251-4-353878-6014), \$5.00 to WIA-Other Operating Supplies (251-4-353853-6014). This motion required a 10-Day Layover.

Mr. Monday explained that in 2005, the Regional Industrial Facilities Authority (RIFA) issued variable rate revenue bonds in an aggregate principal amount of \$7,300,000 to fund expenses related to developing the Cane Creek Centre. This project was jointly supported by the City of Danville and Pittsylvania County. The City of Danville and Pittsylvania County recently received a credit commitment from Wells Fargo Bank to refinance the 2013 taxable revenue refunding bonds into fixed rate bonds. The principal amount being refinanced at this time is at an amount not to exceed \$3,700,000. The Bank has proposed to purchase taxable bonds at a rate

yet to be determined. These bonds would be repaid annually based on appropriations by the County and the City, with the County and the City each being responsible for one-half of such debt service. A Moral Obligation Pledge will be required from both the City of Danville and Pittsylvania County in the form of Support Agreements. This will not add to the County's existing moral obligations; it will simply replace the existing Support Agreement that would expire with the current Letter of Credit. The RIFA Board approved its resolution to refinance at their Monday, June 11, 2016 meeting. The City of Danville has also passed a similar resolution as the one being presented to you tonight at their July 5, 2016 City Council meeting. The approval of this support agreement is necessary to finalize bank documents before August 1, 2016. Motion was made by Mr. Warren, seconded by Mr. Davis, to approve the support agreement and Resolution 2016-07-01. The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Blackstock-Yes. Mr. Warren's motion was unanimously approved by the Board.

**RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF PITTSYLVANIA, VIRGINIA  
APPROVING A SUPPORT AGREEMENT WITH THE DANVILLE-PITTSYLVANIA  
REGIONAL INDUSTRIAL FACILITY AUTHORITY**

**RESOLUTION 2016-07-01**

**WHEREAS**, the County of Pittsylvania, Virginia (the "County") and the City of Danville, Virginia (the "City") are jointly developing the Cane Creek Centre (the "Cane Creek Centre"), a 928 acre (more or less) manufacturing industrial center located in the County and owned by the Danville-Pittsylvania Regional Industrial Facility Authority (the "Authority"), to accommodate industries that require large land areas; and

**WHEREAS**, the County and the City, in conjunction with the Authority, financed, as part of the development of Cane Creek Centre, land acquisition, roads, wetland remediation, lot clearing and other capital expenditures in the Cane Creek Centre (collectively, the "Project"); and

**WHEREAS**, the Authority financed the Project, including necessary expenses incidental thereto, by the issuance of its variable rate revenue bonds in an aggregate principal amount of \$7,300,000 in 2005 (the "2005 Bonds") and refinanced the 2005 Bonds through the issuance of its fixed rate revenue refunding bond in an aggregate principal amount of \$5,595,000 in 2013 (the "2013 Bond"); and

**WHEREAS**, the 2013 Bond matures on August 1, 2016, and the Authority now proposes to undertake the refinancing of the 2013 Bond and pay any necessary expenses incidental thereto through the issuance of its fixed rate revenue refunding bond in an aggregate principal amount not to exceed \$3,700,000 (the "Bond"); and

**WHEREAS**, the principal of, premium, if any, and interest on, the Bond and other costs relating to the issuance thereof (collectively, the "Debt Service") are to be paid by the Authority from funds that are subject to appropriation in each fiscal year by the County and the City, with the County and the City each being responsible for one-half of such Debt Service; and

**WHEREAS**, in connection with its purchase of the Bond, Wells Fargo Bank, National Association desires that the commitment of the County and City to provide such funds, subject to annual appropriation as described above, be set forth in a Support Agreement, dated as of August 1, 2016 (the "Support Agreement"), between the County and the Authority and in a Support Agreement, dated as of August 1, 2016, between the City and the Authority; and

**WHEREAS**, the Support Agreement has been presented to the Board of Supervisors of the County (the "Board") in substantially final form;

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

1. Form and Authorization of Support Agreement. The Support Agreement is hereby approved, with such variations, insertions, changes or deletions (including without limitation changes to the date thereof) as may be approved by the Chairman or the Vice Chairman of the Board or the County Administrator. The execution and delivery of the Support Agreement are hereby authorized.

2. Execution and Delivery of Support Agreement. The Chairman and the Vice Chairman of the Board and the County Administrator, any of whom may act, are each authorized and directed to execute the Support Agreement on behalf of the County. The Clerk and Deputy Clerk of the Board, either of whom may act, are each authorized and directed to affix the seal of the County to the Support Agreement (if required), attest the seal (if required) and deliver the Support Agreement to the other parties thereto.

3. Further Actions. The Chairman and the Vice Chairman of the Board and other officers and agents of the County, including the County Administrator and the Finance Director, are authorized and directed to take such further actions as they deem necessary regarding the execution and delivery of the Support Agreement, including, without limitation, the execution and delivery of any closing documents and certificates with respect to the issuance of the Bond by the Authority. All such actions previously taken by the Chairman, Vice Chairman or such officers and agents are hereby approved, ratified and confirmed.

4. Limitation of Liability of Officials of the County. No covenant, condition, agreement or obligation contained herein shall be deemed to be a covenant, condition, agreement or obligation of an officer, employee or agent of the County or Board in his or her individual capacity, and no officer of the County or Board executing the Support Agreement shall be liable personally on the Support Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

5. Effective Date. This Resolution shall take effect immediately.

CERTIFICATE

The undersigned Clerk of the County of Pittsylvania, Virginia, does hereby certify that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Board of Supervisors held on July 19, 2016, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing Resolution, a quorum was present. The vote of the members of the Board of Supervisors upon the foregoing Resolution was as follows:

<u>Member</u>	<u>Present/Absent</u>	<u>Vote</u>
Jessie L. Barksdale	Present	Yes
Elton W. Blackstock	Present	Yes
Tim R. Barber	Present	Yes
Robert "Bob" Warren	Present	Yes
Jerry A. Hagerman	Present	Yes
Ronald Scearce	Present	Yes
Joe Davis	Present	Yes

WITNESS MY HAND and the seal of the County of Pittsylvania, Virginia, this 19<sup>th</sup> day of July, 2016.

  
Clerk, County of Pittsylvania, Virginia

#28727876V1



Mr. Monday explained that in March 2016, Pittsylvania County requested an actuarial study for enhanced hazardous duty benefits for Virginia Retirement Systems (VRS) covered full-time positions. The enhanced hazardous duty benefits would be afforded to other hazardous duty positions that are not receiving hazardous duty benefits law enforcement positions receive. The study was conducted by Cavanaugh Macdonald Consulting, who identified three (3) positions as meeting the requirements as defined by the Code of Virginia. These three positions were the Fire Marshal, Deputy Fire Marshal/Hazardous Material Officer; and Director of Emergency Management. The total cost to the County for this change equates to roughly \$18,432 for FY 2017, which was based on an increased VRS rate of .14% on all covered VRS positions in the County. Vacancy savings would be utilized to fund this increase for FY 2017.

Motion was made by Mr. Barber, seconded by Mr. Warren, to adopt Resolution 2016-07-02 to provide the enhanced hazardous duty benefits to the identified fulltime VRS covered positions as defined by Title 51.1, Chapter 1, Article 5 of the Code of Virginia. The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-Yes; Mr. Scarce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Blackstock-Yes. Mr. Barber's motion was unanimously approved by the Board.

PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS  
RESOLUTION 2016-07-02

GUIDE RESOLUTION  
Political Subdivisions  
With retirement multiplier of 1.70%  
Already in VRS

BE IT HEREBY RESOLVED that the Pittsylvania County Board of Supervisors of Pittsylvania County, Virginia, a political subdivision currently participating in the Virginia Retirement System under Title 51.1, Chapter 1, Article 5 of the Code of Virginia, as amended, acting by and through its Pittsylvania County Board of Supervisors does hereby elect to have such employees of the Pittsylvania County who are employed in positions as full time salaried Fire Fighters/Emergency Medical Technicians and whose tenure is not restricted as to temporary or provisional appointment, to become eligible, effective 9-1-2016, to be provided benefits in the Virginia Retirement System equivalent to those provided for State police officers of the Department of State Police, as set out in Section 51.1-138 of the Code of Virginia, in lieu of the benefits that would otherwise be provided as such code has been or may be amended from time to time, and the Pittsylvania County Board of Supervisors agrees to pay the employer cost for providing such employees such benefits.

BE IT FURTHER RESOLVED that Clarence Monday, Pittsylvania County Administrator, and Rebecca Flippen, Deputy Clerk, are hereby authorized and directed in the name of the Pittsylvania County to execute any required contract in order that the above described employees of the Pittsylvania County may become entitled to retirement benefits equivalent to those provided for State police officers of the Department of State Police. In execution of any contract which may be required the seal of the Pittsylvania County shall be affixed and attested by the Clerk and, said officers of the Pittsylvania County are hereby authorized and directed to do any other thing, or things, incident and necessary in the lawful conclusion of this matter. The Treasurer of the Pittsylvania County be, and is hereby authorized and directed and pay over to the Treasurer of Virginia from time to time such sums as are to be paid by the Pittsylvania County and its employees for this purpose.

CERTIFICATE

I, Clarence C. Monday, Clerk of the Pittsylvania County of Pittsylvania, Virginia, certify that the foregoing is a true and correct copy of the resolution passed at a lawfully organized meeting of the Pittsylvania County Board of Supervisors held at Chatham, Virginia, at Seven o'clock p.m. on July 19, 2016. Given under my hand and seal of the Clerk of the Pittsylvania County this 19<sup>th</sup> day of July, 2016.



Clarence Monday  
Clerk

Lisette Jordan, Human Resource Manager for Pittsylvania County explained to the Board Anthem Blue Cross Blue Shield is the County's health insurance provider for employees. The County recently received renewal rates from Anthem. The Health Insurance Committee, which includes members from the School Board, the County, the Town of Gretna, PCSA and Social Services met on June 2, 2016 concerning our health insurance renewal and the proposed increase. The renewal rates from Anthem include a 14.9% increase over the rates used for FY2016. It was determined at this meeting that it would be in our best interest to include a third health insurance plan in order to offer a more affordable option for employees. This plan is the Lumenos Health Savings Account (HSA), which is a high deductible plan attached with the availability of a health savings account to help offset health care costs. This deductible is \$3,000 annually as compared to our other two plans – the Keycare 500 plan, which has a \$500 deductible and the Keycare 30 plan, which has a \$1,000 deductible. The new plan would cost employees \$24.94 per month for employee only coverage.

Currently, the Employee Health Fund pays roughly 3% of the health insurance premium. The Health Committee decided that it was in the best interest of the employees for the fund to continue to pay this 3% amount. This continued arrangement would require roughly \$315,000 based on the current enrollment. The Employee Health Fund is a separate fund that exists to account for the health and dental transactions of the County's self-insurance health and dental plans and can only be used for this purpose. The Employee Health Fund had a balance of \$3,857,701.17 as of 5/31/16. A five year analysis of this account showed that the fund had increased by over \$1 million during this timeframe. The strategy for the use of the Employee Health Fund is evaluated annually. The health insurance committee reviews the Employee Health Fund balance to see the current trends of the fund, to determine the possibility of using the fund to lessen the impact of major increases on our employees and to insure that sufficient funds exist to cover the County's health and dental liabilities for the coming plan year.

Ms. Jordan stated that currently, the Board of Supervisors pays 100% of the employee's share of the KeyCare 30 insurance plan. The Board pays \$6,138.12 annually per covered employee. This annual amount would increase by \$360.00 per covered employee. It was important to note, said Ms. Jordan, that even with this increased employer contribution, employees would now be responsible for paying a portion of their health insurance regardless of the plan that they choose. A rate increase was already anticipated when preparing the 2017 budget so funds have already been appropriated to cover the proposed increase in the employer contribution.

As an incentive for employees to migrate to the HSA Health Insurance plan, staff would like for the Board of Supervisors to also consider contributing \$500 to an HSA account for each employee choosing this plan. This would be a one-time only incentive for this year and would be re-evaluated following this pilot period. Based on the trend in the market, the County's insurance advisor anticipates that roughly 10% of current enrollees will choose the new plan. Staff believed that based on this data, the cost would be no more than \$15,000. Staff would like to carry this money over from funds remaining in the FY 2016 budget, funds that were already budgeted for expenditure of health insurance coverage.

Motion was made by Mr. Blackstock, seconded by Mr. Davis, to approve an employer contribution of \$6,498.12 annually for all enrolled County employees and to add the optional high deductible health plan with a \$500 HSA contribution in the FY2017 plan year and to support the Health Insurance Committee's recommendation to continue to pay 3% of the health insurance premium from the Employee Health Fund. (A carryover of funds request will be brought back to the Board for consideration at a later time for the HSA contribution.) The following Roll Call Vote was recorded: Mr. Barber-Yes; Mr. Hagerman-Yes; Mr. Blackstock-

Yes; Mr. Scearce-Yes; Mr. Davis-Yes; Mr. Warren-Yes; and Mr. Blackstock-Yes. Mr. Blackstock's motion was unanimously approved by the Board.

Mr. Monday explained construction bids for a County Animal Shelter were due on July 12, 2016. Four (4) bids were submitted, including prices for the base Scope of Work and alternate projects that could be selected by the Board. Blair Construction of Gretna, Virginia submitted the lowest responsive base bid; \$3,149,000. Mr. Monday said now that the cost for building an Animal Shelter is known, decisions need to be made, including:

- 1) Will the Board authorize expenditure of funds for this purpose?
- 2) Will any alternate(s) projects be selected?
- 3) Are there fundraising opportunities available to help offset current costs, and if the Board opts to build the facility, short and long-term fundraising would be important?

County staff has been contacted by the Executive Director of the Community Foundation of the Dan River Region (the "Foundation"), who has expressed preliminary interest in the Foundation serving as fiscal agent for donations to pass through, for now and in the future, for a new Animal Shelter. The Foundation would not actually conduct fundraising; instead, actual fund solicitation would be up to a committee or advisory group, in coordination with the County's Shelter Manager.

Motion was made by Mr. Blackstock, seconded by Mr. Barber, to authorize the County Administrator to work with the Foundation's Executive Director in preparing a draft agreement for the Foundation to serve as Fiscal Agent and to bring such agreement back to the Committee and/or Board for further consideration, which was unanimously approved by the Board.

After discussion of the build cost, the Board directed the County Administrator to contact Dominion 7 to have representatives from their firm at the August 1, 2016 Board meeting to answer further questions the Board had concerning the proposed Animal Shelter Project

### Appointments

Motion was made by Mr. Barksdale, seconded by Mr. Warren, to appoint Lisette Jordan as one the Pittsylvania County representatives on this Board. This is a 4-year term. The new term would begin July 1, 2016 and end June 30, 2020. Mr. Barksdale's motion was unanimously approved by the Board.

Motion was made by Mr. Scearce, seconded by Mr. Davis, to re-appoint Debra Dockery, as the Westover District representative on the Pittsylvania County Library Board of Trustees for a 4-year term. The new term would begin July 1, 2016 and end June 30, 2020. Mr. Scearce's motion was unanimously approved by the Board.

Motion was made by Mr. Hagerman, seconded by Mr. Warren to appoint Kaye Patrick as the Callands-Gretna District representative to the 2016 Board of Assessors, which was unanimously approved by the Board.

Motion was made by Mr. Blackstock, seconded by Mr. Barber, to appoint Jimmy Robertson as the Staunton River District representative to the 2016 Board of Assessors, which was unanimously approved by the Board.

Motion was made by Mr. Scearce, seconded by Mr. Barber, to appoint George Rea, Jr. as the Westover District representative to the 2016 Board of Assessors, which was unanimously approved by the Board.

Upon the suggestion of the Danville-Pittsylvania Chamber of Commerce, a new Travel & Tourism Advisory Board would be formed as follows:

Three (3) Members appointed by:	Danville City Council
Three (3) Members appointed by:	Pittsylvania County Board of Supervisors
Three (3) Members appointed by:	Danville Pittsylvania County Chamber of Commerce
Up to Three (3) Members appointed by:	Advisory Board as at-large members

Public/Private Representation:

- Danville City Council and the Pittsylvania County Board of Supervisors should appoint at least one member from the private sector.
- The Danville Pittsylvania County Chamber of Commerce should appoint at least two members from the private sector.
- The at-large members should come from the private sector.

Diversity of Representation:

- The majority of Advisory Board members should represent the private sector.
- The Advisory Board should have at least one representative each from accommodations and from restaurants.
- The Advisory Board should have at least two representatives from attractions, museums, entertainment, and/or recreation.

Terms:

- Board terms will normally be three (3) years for appointments by Danville City Council, Pittsylvania County Board of Supervisors, and the Danville Pittsylvania County Chamber of Commerce. Initially, each group will designate one member each for a one-year, two-year, and three-year term in order for terms to be staggered in future years.
- At-large members will serve one-year terms.
- Board members will not be able to serve more than six (6) consecutive years until they have been off of the Board for at least one year.
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Leadership:

The Advisory Board will elect a Chair and a Vice Chair.

Motion was made by Mr. Warren, seconded by Mr. Blackstock, to appoint Alisa Davis to the Danville/Pittsylvania County Tourism Advisory Board, which was unanimously approved by the Board.

Motion was made by Mr. Blackstock, seconded by Mr. Barber, to appoint Dianne Anderson to the Danville/Pittsylvania County Tourism Advisory Board, which was unanimously approved by the Board.

Motion was made by Mr. Davis, seconded by Mr. Blackstock, to appoint Brenda Bowman to the Danville/Pittsylvania County Tourism Advisory Board, which was unanimously approved by the Board.

Board Announcements

Mr. Warren stated he was please to read in the Danville Register & Bee that newly elected Mayor John Gilstrap stated he would propose asking the Pittsylvania County Board of Supervisors to accept the addition of a supervisor to the Danville Utility Commission and that it

Adjourned Meeting  
July 19, 2016

would be discussed during a Danville City Council work session in August. The rest of the Board agreed they were glad to hear Mayor Gilstrap's comments on this matter.

Mr. Davis reminded everyone of the Virginia Angus Breeders Show's Community Night on Friday, July 22, 2016 between 5-9PM at the Olde Dominion Agricultural Complex.

Mr. Blackstock asked for a seconded safety study by VDOT where Shula Drive crosses US HWY 29, and that there would be a public meeting with VDOT and State Police representatives, along with Delegate Les Adams, concerning this matter on August 17, 2016 at 7PM at the Motley Ruritan Building. Mr. Blackstock also announced there would be a Finance Committee meeting held at 5:00 PM on Monday, August 1, 2016. Lastly, Mr. Blackstock reminded everyone of an Economic Development Announcement event on Wednesday, August 20, 2016 at 10 AM at the former Altavista Country Club.

#### **County Administrator's Reports**

Mr. Monday stated the County's office had received a letter from Tim Duffer, Executive Director for Regional One, Inc., notifying the County that Regional One, Inc. did not wish to continue the current agreement in place and felt the agreement needed reviewing.

#### **Adjournment**

Motion was made by Mr. Barber, seconded by Mr. Hagerman, to adjourn the meeting, which was unanimously approved by the Board. The meeting ended at 8:15 PM.

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Jessie L. Barksdale, Chair  
Pittsylvania County Board of Supervisors

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Clarence C. Monday, Clerk  
Pittsylvania County Board of Supervisors

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> Proclamation – National Farmers’ Market Week August 7-13, 2015	<b><u>AGENDA DATE:</u></b> 08-01-2016	<b><u>ITEM NUMBER:</u></b> 6(c)
	<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>
	<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Proclamation	<b><u>CONSENT AGENDA:</u></b>
	<b><u>STAFF CONTACT(S):</u></b> Mr. Monday	<b><u>ACTION:</u></b> Yes
	<b><u>ATTACHMENTS:</u></b> 1) Proclamation from Secretary Vilsack 2) Draft Proclamation for Farmers’ Market Week in Pittsylvania County	
	<b><u>REVIEWED BY:</u></b> <i>GVS</i>	

**BACKGROUND:**

Secretary Thomas J. Vilsack of the U.S. Department of Agriculture and Governor Terrence R. McAuliffe have issued proclamations recognizing the important contributions of farmers’ markets in America. (See attached).

**DISCUSSION:**

Attached hereto, you will find a Proclamation from the Pittsylvania County Board of Supervisors recognizing the week of August 7-13, 2016, as National Farmers’ Market Week in Pittsylvania County.

**RECOMMENDATION:**

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



UNITED STATES  
DEPARTMENT OF AGRICULTURE  
Office of the Secretary  
Washington, D.C. 20250

**NATIONAL FARMERS MARKET WEEK**  
August 7–13, 2016

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By the Secretary of Agriculture of the United States of America

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**A PROCLAMATION**

**WHEREAS** farmers markets are important outlets for agricultural producers nationwide, providing them with increased opportunities to meet consumer demand for a variety of fresh, affordable, healthful, and locally sourced products; and

**WHEREAS** farmers markets play a key role in developing local and regional food systems that support the sustainability of family farms, revitalize rural communities, and provide opportunities for farmers and consumers to interact; and

**WHEREAS** farmers markets offer low-income women, infants, children, and seniors participating in the WIC and Senior Farmers' Market Nutrition Programs, respectively, the opportunity to redeem their benefits and also increasingly offer electronic benefits transfer technology for use by Supplemental Nutrition Assistance Program recipients in redeeming their benefits; and

**WHEREAS** the U.S. Department of Agriculture recognizes the myriad benefits of farmers markets for producers and consumers and is fully committed to supporting farmers markets' continued success through grants, technical assistance, directories, and more;

**NOW, THEREFORE**, to further awareness of farmers markets' contributions to American life, I, Thomas J. Vilsack, Secretary of the U.S. Department of Agriculture, do hereby proclaim the week of August 7–13, 2016, as National Farmers Market Week. I call upon the American people to celebrate farmers markets with appropriate observances and activities.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 14th day of June 2016, the two-hundred fortieth year of the Independence of the United States of America.

A handwritten signature in black ink, appearing to read "Tom Vilsack".

THOMAS J. VILSACK  
Secretary

**Pittsylvania County Board of Supervisors**  
**Proclamation**

**NATIONAL FARMERS' MARKET WEEK**  
**August 7-13, 2016**

**WHEREAS**, farmers' markets are an integral part of direct-to-consumer marketing that has risen in popularity due to the growing consumer interest in obtaining fresh vegetables directly from the farm ; and

**WHEREAS**, farmers' markets are often the first point of entry into the marketplace for small and medium-sized producers, helping them to incubate their businesses, develop and test new product lines, obtain better prices of high-value product than alternative distribution channels, and obtain a reliable source of farm income; and

**WHEREAS**, farmers' markets bring business to neighboring stores and communities where the market is located, and shopping at the markets keeps money circulating in the local community, helping to preserve and create local jobs; and

**WHEREAS**, the Virginia Cooperative Extension reports show if each household in Virginia spent just \$10 a week in locally grown agricultural products, consumers would invest an additional \$4.65 billion back into the local economy each year; and

**WHEREAS**, shopping at farmers' markets offers the consumer fresher, more unique products, more heirloom varieties, and more opportunities to build relationships and learn about healthy eating; and

**WHEREAS**, farmers markets often serve as an integral part of creating robust local economies, thriving neighborhoods and vibrant Civic design plans. They also provide easier access to fresh, healthful foods, conventionally and organically produced, that average 22% less to purchase compared to supermarkets, benefitting both the local agriculture industry and the local consumer; and

**WHEREAS**, shopping at farmers' market located at the Olde Dominion Agricultural Complex is a community experience, where you can meet your neighbors, friends, and farmers, and where more dollars will stay in the Pittsylvania County community; then

**BE IT HEREBY PROCLAIMED** by the Pittsylvania County Board of Supervisors that the week of *August 7-13, 2016* be proclaimed "**National Farmers' Market Week**" in Pittsylvania County and all citizens of Pittsylvania County are encouraged to visit local farmers' markets and celebrate the benefits of the markets and their bountiful fresh produce and products.

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Jessie L. Barksdale, Chair  
Pittsylvania County Board of Supervisors

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Clarence C. Monday, Clerk  
Pittsylvania County Board of Supervisors

# **UNFINISHED BUSINESS**

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b></p> <p>Library-Appropriation of Fax Monies-<i>Motion made by Mr. Barber and seconded by Mr. Warren and has now met the 10-day layover requirement-Requires a Roll Call Vote</i></p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b></p> <p>Appropriation of fax monies received at the Library during FY 2015-2016</p> <p><b><u>STAFF CONTACT(S):</u></b> Monday, Van Der Hyde</p>	<p><b><u>AGENDA DATE:</u></b> 8-01-16</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> Memo from the Library and breakdown of fax monies received during FY 2016</p> <p><b><u>REVIEWED BY:</u></b> </p>	<p><b><u>ITEM NUMBER:</u></b> 7(a)</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
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**BACKGROUND:**

**DISCUSSION:**

Attached is a document sent by the library showing the amount of fax money collected from July 2015 through June, 2016. The library collected a total of \$9,575.30 in fax machine receipts during this period and they are requesting that these monies be appropriated to their Memorial Gifts Fund to be used for expense during the FY 2017 budget year (265-4-073310-6012).

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors amend the library's 2017 budget and appropriate \$9,575.30 to the Memorial Gifts Fund (265-4-073310-6012). MOTION MADE BY MR. BARBER AND SECONDED BY MR. WARREN AND HAS NOW MET THE 10-DAY LAYOVER REQUIREMENT. THIS ITEM REQUIRES A ROLL CALL VOTE.

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b></p> <p>Library-Appropriation of Fax Monies-Requires a motion and 10-day layover</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b></p> <p>Appropriation of fax monies received at the Library during FY 2015-2016</p> <p><b><u>STAFF CONTACT(S):</u></b> Monday, Van Der Hyde</p>	<p><b><u>AGENDA DATE:</u></b> 7-19-16</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> Memo from the Library and breakdown of fax monies received during FY 2016</p> <p><b><u>REVIEWED BY:</u></b> </p>	<p><b><u>ITEM NUMBER:</u></b> 8a</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
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**BACKGROUND:**

**DISCUSSION:**

Attached is a document sent by the library showing the amount of fax money collected from July 2015 through June, 2016. The library collected a total of \$9,575.30 in fax machine receipts during this period and they are requesting that these monies be appropriated to their Memorial Gifts Fund to be used for expense during the FY 2017 budget year (265-4-073310-6012).

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors amend the library's 2017 budget and appropriate \$9,575.30 to the Memorial Gifts Fund (265-4-073310-6012). SINCE THESE FUNDS WERE ORIGINALLY DEPOSITED INTO THE GENERAL FUND (100), THIS ITEM WILL REQUIRE A 10-DAY LAYOVER.

## Memo

To: Kim VanderHyde  
From: Barbara Roberts *BHR*  
Date: June 20, 2016  
Re: Fax monies to be deposited in the Library's Memorial Gift Fund

Please find attached a listing of deposits made to the Pittsylvania County Treasurer's Office during the fiscal year 2015-2016 of funds generated through collection of fines, copier fees, fax fees, and patron gifts. Kindly deposit the amount listed as the total money received for faxes sent from our various branches, \$9,575.30, to the library's Memorial Gift Fund, account # 265-4-073310-6012.

**DAILY PETTY CASH - ANNUAL SUMMARY  
AS OF THE MONTH OF: JUNE 2016 (@ 6/9/16)**

\*\*\*\*\*CHATHAM\*\*\*\*\*

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
June, 2015	\$ 527.45	\$ 697.42	\$ 90.03	\$ 503.00	\$ 151.50	\$ 1,969.40
July, 2015	\$ 317.11	\$ 325.79	\$ 240.27	\$ 273.00	\$ 83.88	\$ 1,240.05
August, 2015	\$ 490.30	\$ 810.82	\$ 101.23	\$ 279.00	\$ 58.98	\$ 1,740.33
September, 2015	\$ 379.70	\$ 428.56	\$ 153.51	\$ 177.00	\$ 57.88	\$ 1,196.65
October, 2015	\$ 624.20	\$ 686.66	\$ 77.95	\$ 353.20	\$ 100.11	\$ 1,842.12
November, 2015	\$ 195.80	\$ 210.00	\$ 48.97	\$ 108.00	\$ 52.26	\$ 615.03
December, 2015	\$ 239.35	\$ 337.90	\$ 64.86	\$ 114.00	\$ 45.04	\$ 801.15
January, 2016	\$ 679.60	\$ 617.95	\$ 303.68	\$ 352.10	\$ 131.80	\$ 2,085.13
February, 2016	\$ 194.85	\$ 299.95	\$ 24.00	\$ 113.00	\$ 29.56	\$ 661.36
March, 2016	\$ 535.15	\$ 791.68	\$ 100.94	\$ 367.00	\$ 63.81	\$ 1,858.58
April, 2016	\$ 503.25	\$ 658.49	\$ 51.93	\$ 365.00	\$ 58.50	\$ 1,637.17
May, 2016	\$ 273.35	\$ 366.75	\$ 9.95	\$ 235.00	\$ 48.80	\$ 933.85
June, 2016	\$ 259.25	\$ 267.71	\$ 34.89	\$ 143.00	\$ 39.61	\$ 744.46
*****CHATHAM*****						\$ -
\$ 17,325.28						\$ -
<b>YEAR-TO-DATE TOTAL</b>						<b>\$ 17,325.28</b>

\*\*\*\*\*BROSVILLE\*\*\*\*\*

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
June, 2015	\$ 188.50	\$ 158.70	\$ 19.99	\$ 220.00	\$ 17.00	\$ 604.19
July, 2015	\$ 257.45	\$ 146.75	\$ 5.99	\$ 168.00	\$ 47.15	\$ 625.34
August, 2015	\$ 155.50	\$ 188.65	\$ 8.99	\$ 219.00	\$ 16.00	\$ 588.14
September, 2015	\$ 169.45	\$ 92.90	\$ 40.00	\$ 129.00	\$ 8.00	\$ 439.35
October, 2015	\$ 252.15	\$ 295.40	\$ 10.94	\$ 260.00	\$ 24.00	\$ 842.49
November, 2015	\$ 67.75	\$ 155.10	\$ 6.99	\$ 68.00	\$ 17.00	\$ 314.84
December, 2015	\$ 62.60	\$ 74.25	\$ 35.98	\$ 110.00	\$ 9.00	\$ 291.83
January, 2016	\$ 220.85	\$ 177.20	\$ 6.00	\$ 180.00	\$ 14.00	\$ 598.05
February, 2016	\$ 102.05	\$ 79.55	\$ 4.00	\$ 89.00	\$ 12.00	\$ 286.60
March, 2016	\$ 323.80	\$ 271.00	\$ 23.00	\$ 207.00	\$ 24.00	\$ 848.80
April, 2016	\$ 229.85	\$ 271.15	\$ 39.20	\$ 216.00	\$ 3.00	\$ 759.20
May, 2016	\$ 42.70	\$ 53.70	\$ (5.00)	\$ 87.00	\$ 2.00	\$ 180.40
June, 2016	\$ 65.70	\$ 55.00	\$ -	\$ 78.00	\$ 7.00	\$ 205.70
*****BROSVILLE*****						\$ -
\$ 6,584.93						\$ -
<b>YEAR-TO-DATE TOTAL</b>						<b>\$ 6,584.93</b>

**DAILY PETTY CASH - ANNUAL SUMMARY  
AS OF THE MONTH OF: JUNE 2016 (@ 6/9/16)**

\*\*\*\*GRETNA\*\*\*\*

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
June, 2015	\$ 254.35	\$ 352.35	\$ 38.92	\$ 195.00	\$ 42.05	\$ 882.67
July, 2015	\$ 320.05	\$ 462.45	\$ 15.99	\$ 361.00	\$ 36.10	\$ 1,195.59
August, 2015	\$ 307.50	\$ 277.75	\$ 24.98	\$ 199.00	\$ 25.05	\$ 834.28
September, 2015	\$ 165.75	\$ 150.60	\$ (15.99)	\$ 152.00	\$ 13.00	\$ 465.36
October, 2015	\$ 343.85	\$ 199.20	\$ 2.00	\$ 318.00	\$ 53.25	\$ 916.30
November, 2015	\$ 349.35	\$ 229.85	\$ 17.99	\$ 185.00	\$ 7.00	\$ 789.19
December, 2015	\$ 244.00	\$ 89.59	\$ -	\$ 115.00	\$ 9.00	\$ 457.59
January, 2016	\$ 496.70	\$ 352.60	\$ 32.95	\$ 370.00	\$ 52.25	\$ 1,304.50
February, 2016	\$ 127.80	\$ 98.45	\$ 32.90	\$ 139.00	\$ 13.10	\$ 411.25
March, 2016	\$ 399.00	\$ 382.91	\$ 10.04	\$ 347.00	\$ 62.75	\$ 1,201.70
April, 2016	\$ 291.40	\$ 340.70	\$ 4.00	\$ 258.00	\$ 3.20	\$ 897.30
May, 2016	\$ 108.90	\$ 102.30	\$ -	\$ 143.00	\$ 4.00	\$ 358.20
June, 2016	\$ 203.55	\$ 219.40	\$ -	\$ 146.00	\$ 25.55	\$ 594.50
****GRETNA****					\$	-
\$ 10,308.43					\$	-
<b>YEAR-TO-DATE TOTAL</b>	<b>\$ 3,612.20</b>	<b>\$ 3,258.15</b>	<b>\$ 163.78</b>	<b>\$ 2,928.00</b>	<b>\$ 346.30</b>	<b>\$ 10,308.43</b>

\*\*\*\*MT HERMON\*\*\*\*

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
June, 2015	\$ 300.30	\$ 562.95	\$ 126.86	\$ 119.00	\$ 11.85	\$ 1,120.96
July, 2015	\$ 106.80	\$ 98.80	\$ 82.97	\$ 51.00	\$ 9.10	\$ 348.67
August, 2015	\$ 172.60	\$ 355.49	\$ 53.68	\$ 141.00	\$ 11.35	\$ 734.12
September, 2015	\$ 114.50	\$ 134.65	\$ 15.99	\$ 82.00	\$ 2.10	\$ 349.24
October, 2015	\$ 382.55	\$ 448.39	\$ 34.98	\$ 157.00	\$ 3.55	\$ 1,026.47
November, 2015	\$ 117.95	\$ 185.30	\$ 49.97	\$ 61.00	\$ 2.25	\$ 416.47
December, 2015	\$ 224.05	\$ 289.05	\$ 13.98	\$ 92.00	\$ 2.08	\$ 621.16
January, 2016	\$ 196.90	\$ 283.35	\$ 5.99	\$ 112.00	\$ 6.15	\$ 604.39
February, 2016	\$ 99.86	\$ 118.50	\$ 24.99	\$ 54.00	\$ 4.00	\$ 301.35
March, 2016	\$ 288.63	\$ 279.30	\$ 46.98	\$ 106.00	\$ 22.65	\$ 743.56
April, 2016	\$ 238.35	\$ 192.20	\$ 22.00	\$ 125.00	\$ 2.10	\$ 579.65
May, 2016	\$ 87.20	\$ 71.13	\$ 38.20	\$ 41.00	\$ 4.00	\$ 241.53
June, 2016	\$ 212.95	\$ 200.85	\$ 16.99	\$ 93.00	\$ 5.80	\$ 529.59
****MT HERMON****					\$	-
\$ 7,617.16					\$	-
<b>YEAR-TO-DATE TOTAL</b>	<b>\$ 2,542.64</b>	<b>\$ 3,219.96</b>	<b>\$ 533.58</b>	<b>\$ 1,234.00</b>	<b>\$ 86.98</b>	<b>\$ 7,617.16</b>

**DAILY PETTY CASH - ANNUAL SUMMARY  
AS OF THE MONTH OF: JUNE 2016 (@ 6/9/16)**

**\*\*HISTORY CENTER\*\***

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
June, 2015	\$61.34				\$102.95	\$ 164.29
July, 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
August, 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September, 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October, 2015	\$ 21.85	\$ -	\$ -	\$ -	\$ 129.25	\$ 151.10
November, 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December, 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
January, 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February, 2016	\$ 95.00	\$ -	\$ -	\$ -	\$ 141.05	\$ 236.05
March, 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April, 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May, 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June, 2016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>**HISTORY CENTER**</b>						\$ -
\$ 551.44						\$ -
<b>YEAR-TO-DATE TOTAL</b>	\$ 178.19	\$ -	\$ -	\$ -	\$ 373.25	\$ 551.44

**\*\*\*\*\*ALL BRANCHES COMBINED\*\*\*\*\***

MONTH	COPIES	FINES	LOST BOOKS	FAX	GIFTS	TOTAL
July, 2015	\$ 2,333.35	\$ 2,805.21	\$ 621.02	\$ 1,890.00	\$ 501.58	\$ 8,151.16
August, 2015	\$ 1,125.90	\$ 1,632.71	\$ 188.88	\$ 838.00	\$ 111.38	\$ 3,896.87
September, 2015	\$ 829.40	\$ 806.71	\$ 193.51	\$ 540.00	\$ 80.98	\$ 2,450.60
October, 2015	\$ 1,624.60	\$ 1,629.65	\$ 125.87	\$ 1,088.20	\$ 310.16	\$ 4,778.48
November, 2015	\$ 730.85	\$ 780.25	\$ 123.92	\$ 422.00	\$ 78.51	\$ 2,135.53
December, 2015	\$ 770.00	\$ 790.79	\$ 114.82	\$ 431.00	\$ 65.12	\$ 2,171.73
January, 2016	\$ 1,594.05	\$ 1,431.10	\$ 348.62	\$ 1,014.10	\$ 204.20	\$ 4,592.07
February, 2016	\$ 619.56	\$ 596.45	\$ 85.89	\$ 395.00	\$ 199.71	\$ 1,896.61
March, 2016	\$ 1,546.58	\$ 1,724.89	\$ 180.96	\$ 1,027.00	\$ 173.21	\$ 4,652.64
April, 2016	\$ 1,262.85	\$ 1,462.54	\$ 117.13	\$ 964.00	\$ 66.80	\$ 3,873.32
May, 2016	\$ 512.15	\$ 593.88	\$ 43.15	\$ 506.00	\$ 58.80	\$ 1,713.98
June, 2016	\$ 741.45	\$ 742.96	\$ 51.88	\$ 460.00	\$ 77.96	\$ 2,074.25
<b>***ALL BRANCHES***</b>						\$ -
\$ 42,387.24						\$ -
<b>YEAR-TO-DATE TOTAL</b>	\$ 13,690.74	\$ 14,997.14	\$ 2,195.65	\$ 9,575.30	\$ 1,928.41	\$ 42,387.24

PREPARED BY: Barbara Roberts

DATE: 6/20/2016

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b></p> <p>Expenditure Refunds for June 2016-<i>Motion made by Mr. Barber and seconded by Mr. Warren and has now met the 10-day layover requirement-Requires a Roll Call Vote</i></p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b></p> <p>Budget Amendment for expenditure refunds</p> <p><b><u>STAFF CONTACT(S):</u></b> Monday, VanDerHyde</p>	<p><b><u>AGENDA DATE:</u></b> 8-01-16</p> <p><b><u>ITEM NUMBER:</u></b> 7(b)</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> Expenditures Refunds Memo</p> <p><b><u>REVIEWED BY:</u></b> </p>
<p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>	

**BACKGROUND:**

**DISCUSSION:**

Attached is a list of expenditure refunds for the month of June 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 \$36,382.42 as follows: \$100.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$18.01 to Sheriff-Subsistence & Lodging (100-4-031200-5530), \$150.00 to Sheriff-Undercover Work (100-4-031200-6024), \$2,773.23 to Sheriff-Parts (100-4-031200-6030), \$1,058.80 to Sheriff-Labor (100-4-031200-6031), \$806.81 to Extradition (100-4-033100-5550), \$35.00 to Jail-Food Supplies (100-4-033100-6002), \$896.10 to CSA-Pool Program (100-4-053500-7003), \$140.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$95.80 to WIA-Other Operating Supplies (251-4-353851-6014), \$29,053.67 to WIA-Rent (251-4-353853-6014), \$1,250.00 to WIA-Other Operating Supplies (251-4-353878-6014), \$5.00 to WIA-Other Operating Supplies (251-4-353853-6014). MOTION MADE BY MR. BARBER AND SECONDED BY MR. WARREN AND HAS NOW MET THE 10-DAY LAYOVER REQUIREMENT. THIS ITEM REQUIRES A ROLL CALL VOTE.

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b></p>	<p><b><u>AGENDA DATE:</u></b> 7-19-16</p>	<p><b><u>ITEM NUMBER:</u></b> 8b</p>
<p>Expenditure Refunds for June 2016-<i>Requires a motion and a 10-day layover.</i></p>	<p><b><u>ACTION:</u></b> Yes</p>	<p><b><u>INFORMATION:</u></b></p>
<p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b></p>	<p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p>	<p><b><u>INFORMATION:</u></b></p>
<p>Budget Amendment for expenditure refunds</p>	<p><b><u>ATTACHMENTS:</u></b> Expenditures Refunds Memo</p>	
<p><b><u>STAFF CONTACT(S):</u></b> Monday, VanDerHyde</p>	<p><b><u>REVIEWED BY:</u></b> </p>	

**BACKGROUND:**

**DISCUSSION:**

Attached is a list of expenditure refunds for the month of June 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 \$36,382.42 as follows: \$100.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$18.01 to Sheriff-Subsistence & Lodging (100-4-031200-5530), \$150.00 to Sheriff-Undercover Work (100-4-031200-6024), \$2,773.23 to Sheriff-Parts (100-4-031200-6030), \$1,058.80 to Sheriff-Labor (100-4-031200-6031), \$806.81 to Extradition (100-4-033100-5550), \$35.00 to Jail-Food Supplies (100-4-033100-6002), \$896.10 to CSA-Pool Program (100-4-053500-7003), \$140.00 to Ag Development-Farmer's Market (100-4-082500-6014), \$95.80 to WIA-Other Operating Supplies (251-4-353851-6014), \$29,053.67 to WIA-Rent (251-4-353853-6014), \$1,250.00 to WIA-Other Operating Supplies (251-4-353878-6014), \$5.00 to WIA-Other Operating Supplies (251-4-353853-6014). 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 *KVDH*  
Finance Director

SUBJECT: June Expenditure Refunds

DATE: June 30, 2016

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

100-4-021600-60051	Clerk of Court-Copier Lease Reimbursement	100.00
100-4-031200-5530	Sheriff-Subsistence & Lodging Reimbursement	18.01
100-4-031200-6024	Sheriff-Undercover Work Restitution	150.00
100-4-031200-6030	Sheriff-Parts Insurance Claim	2,773.23
100-4-031200-6031	Sheriff-Labor Insurance Claim	1,058.80
100-4-033100-5550	Extradition	806.81
100-4-033100-6002	Jail-Food Supplies Reimbursement for Food	35.00
100-4-053500-7003	CPMT-CSA Pool Program Overpayment	896.10
100-4-082500-6014	Ag Development-Farmer's Mkt Vendor Fees (100-3-000000-189918)	140.00

251-4-353851-6014	WIA-Other Operating Supplies Overpayment	95.80
251-4-353853-6014	WIA-Rent Rent Payments (251-3-000000-150201)	29,053.67
251-4-353878-6014	WIA-Other Operating Supplies Community Impact Grant (251-3-000000-353878)	1,250.00
251-4-353853-6014	WIA-Other Operating Supplies Overpayment	5.00

**TOTAL JUNE EXPENDITURE REFUNDS      \$36,382.42**

# **NEW BUSINESS**

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> Dominion 7 presentation on the proposed County Animal Shelter	<b><u>AGENDA DATE:</u></b> 08-01-2016	<b><u>ITEM NUMBER:</u></b> 8
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>  Presentation	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b>  Mr. Monday	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>
	<b><u>ATTACHMENTS:</u></b> 07-19-2016 Executive Summary & Attachments	
	<b><u>REVIEWED BY:</u></b> <i>GBS</i>	

**BACKGROUND:**

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**DISCUSSION:**

At their July 19, 2016 meeting, the Board of Supervisors requested representatives from Dominion 7 be present at their August 1, 2016 meeting to answer questions the Board has concerning the proposed Animal Shelter project, and alternates to the build.

**RECOMMENDATION:**

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

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> Animal Shelter Project	<b><u>AGENDA DATE:</u></b> 07-19-2016	<b><u>ITEM NUMBER:</u></b> 12
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Animal Shelter Project: Bids and Next Steps	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b> Mr. Monday; Mr. Hawker; Mr. Narron; Mr. Boswell; and Ms. Gibson	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>
	<b><u>ATTACHMENTS:</u></b> None at this time: Bid Sheets will be distributed to the Board when available	
	<b><u>REVIEWED BY:</u></b>	

**BACKGROUND:**

Bids for a County Animal Shelter were due on July 12, 2016. Four (4) bids were submitted, including prices for the base Scope of Work and alternate projects that could be selected by the Board. The County Administrator will discuss bids with the Board at the Board meeting.

**DISCUSSION:**

Now that the cost for building an Animal Shelter is known, decisions need to be made, including:

- 1) Will the Board authorize expenditure of funds for this purpose?
- 2) Will any alternate(s) projects be selected?
- 3) Are there fundraising opportunities available to help offset current costs, and if the Board opts to build the facility, short and long-term fundraising will be important.

County staff has been contacted by the Executive Director of the Community Foundation of the Dan River Region (the "Foundation"), who has expressed preliminary interest in the Foundation serving as fiscal agent for donations to pass through, for now and in the future, for a new Animal Shelter. The Foundation would not actually conduct fundraising; instead, actual fund solicitation would be up to a committee or advisory group, in coordination with the County's Shelter Manager.

**RECOMMENDATION:**

Staff recommends:

- 1) The Board referring this matter to the Animal Welfare Facility Committee for further consideration and recommendation(s); and
- 2) Authorize the County Administrator to work with the Foundation's Executive Director in preparing a draft agreement for the Foundation to serve as Fiscal Agent and to bring such agreement back to the Committee and/or Board for further consideration.

**BID TABULATION FORM  
PITTSYLVANIA COUNTY  
ANIMAL SHELTER  
PROJECT #3426**

**DOMINION SEVEN ARCHITECTS**  
1000 Jefferson Street  
Suite 2A  
Lynchburg, VA 24504  
PH (434)528-4300  
FAX (434)528-4756

BIDS RECEIVED AND OPENED:  
2:00 P.M. TUESDAY, JULY 12, 2016 @ COUNTY ADMIN BUILDING

CONTRACTOR	BASE BID	ALTERNATE #1 Spay/Neuter Clinic	ALTERNATE #2 Small Addition on North	ALTERNATE #3 Veneer at Rear	ALTERNATE #4 Livestock Shelter	ALTERNATE #5 Acoustical Panels	ADDENDUM #1, #2, #3, #4	BOND
1. Blair Construction, Gretna VA CALENDAR DAYS	\$3,149,000 247	\$245,000 25	\$83,000 5	\$129,000 5	\$84,000 5	\$11,000 5	YES	YES
2. Glass Associates, Lynchburg, VA CALENDAR DAYS	\$3,395,000 300	\$232,000 ---	\$73,000 ---	\$133,000 ---	\$91,000 ---	\$7,000 ---	YES	YES
3. Jamerson-Lewis, Lynchburg, VA CALENDAR DAYS	\$3,528,000 DEDUCT \$10,000 = \$3,518,000 345	\$220,500 DEDUCT \$4,000 = \$216,500 ---	\$79,600 DEDUCT \$3,000 = \$76,600 ---	\$140,600 ---	\$86,400 DEDUCT \$2,000 = \$84,400 ---	\$6,900 ---	YES	YES
4. Kenbridge, Kenbridge, VA CALENDAR DAYS	\$3,775,000 270	\$298,000 ---	\$84,000 ---	\$94,000 ---	\$93,000 ---	\$7,000 ---	YES	YES
5. CALENDAR DAYS								
6. CALENDAR DAYS								
7. CALENDAR DAYS								
8. CALENDAR DAYS								

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b>          Lottery for Localities</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>          Lottery for Localities</p> <p><b><u>STAFF CONTACT(S):</u></b>          Mr. Monday</p>	<p><b><u>AGENDA DATE:</u></b>          08-01-2016</p> <p><b><u>ACTION:</u></b>          Yes</p> <p><b><u>CONSENT AGENDA:</u></b>  <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b>          Yes</p> <p><b><u>REVIEWED BY:</u></b> <i>GM</i></p>	<p><b><u>ITEM NUMBER:</u></b>          9</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>
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**BACKGROUND:**

**DISCUSSION:**

The County of Nottoway, and the Towns of Blackstone, Burkeville and Crewe, Virginia, have a Joint Petition that requests the Commonwealth of Virginia to consider legislation that will allocate 5% of total lottery sales back to the general revenue funds of localities where the sale originated. (See Attachment).

The Honorable Danny Marshall, 14<sup>th</sup> District Delegate, will be present for questions the Board may have concerning this matter.

**RECOMMENDATION:**

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

*A Joint Petition  
from the representatives of the citizens of Nottoway County, Virginia*



344 West Courthouse Road  
P.O. Box 92  
Nottoway, Va 23933  
434-645-8696  
[nottoway@nottoway.org](mailto:nottoway@nottoway.org)



100 West Elm Street  
Blackstone, Va 23824  
434-292-7251  
[Info@townofblackstoneva.com](mailto:Info@townofblackstoneva.com)



224 Second Street  
Burkeville, Va 23922  
434-767-4095  
[Burkeville1@embarqmail.com](mailto:Burkeville1@embarqmail.com)



125 East Carolina Ave.  
Crewe, Va 23930  
434-645-9453  
[creweva@embarqmail.com](mailto:creweva@embarqmail.com)

Senator Frank Ruff  
P.O. Box 332  
Clarksville, VA 23927

14 July 2016

Delegate Thomas C. Wright, Jr.  
P.O. Box 1323  
Victoria, Va 23974

**Subject:** Lottery for Localities

Gentlemen;

We are requesting a 'Lottery for Localities'. Specifically we are requesting legislation that will allocate 5% of total lottery sales back to the general revenue funds of localities where those sales originated. It is envisioned the allocation will be culled from total sales and subtracted from that portion of the lottery pool designated as the 'prize pool' (approximately 60.6% of sales). In this way, the public school funding allocation (approximately 29% of sales) is untouched. No monies are diverted from public education by our formula.

The attached background paper and plan provides facts in regards to the Virginia State Lottery in Nottoway County (as a case study of a Virginia community). It outlines what we envision as a course for action that will benefit all Virginia's localities and Virginia's citizens. This plan has been presented to the governing bodies of the three towns and the county. These governing bodies have voted for support of this plan and seek legislation that will implement this concept to the benefit of all Virginians.

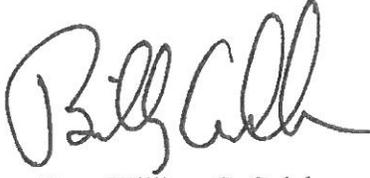
The revenue infusion a 'Lottery for Localities' can provide to local governments will have a positive impact for cash strapped rural communities facing an ever shrinking business and community tax base while demands for public services rise. We feel this is a discussion that needs to be initiated across the Commonwealth with local governments and state officials. We are open to constructive dialogue and suggestions on how make this concept a reality.

By copy of this letter, we are formally requesting the Virginia Municipal League and the Virginia Association of Counties to make this legislation a priority on their respective legislative agenda for the 2017 session.

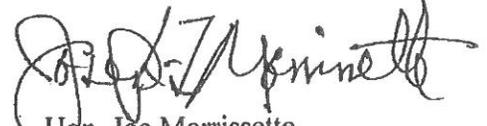
Respectfully,



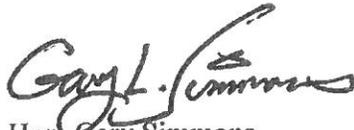
Hon. Greg Eanes  
Mayor  
Town of Crewe



Hon. William C. Coleburn  
Mayor  
Town of Blackstone



Hon. Joe Morrissette  
Mayor  
Town of Burkeville



Hon. Gary Simmons  
Chairman  
Nottoway County Board of Supervisors

Cc:

Virginia Municipal League  
P.O. Box 12164  
Richmond, Va 23241

Virginia Association of Counties  
1207 East Main Street, Suite 300  
Richmond, Va 23219-3627

Hon. Riley E. Ingram  
Chair, Cities, Counties and Towns  
3302 Oaklawn Boulevard  
Hopewell, Va 23860

Sen. Thomas K. Norment  
Co-Chair, Senate Finance  
P.O. Box 6205  
Williamsburg, Va 23188

Hon. Chris S. Jones  
Chair, Appropriations Committee  
P.O. Box 5059  
Suffolk, Va 23435-0059

Sen. Bill Stanley  
Chair, Local Government  
13508 Booker T. Washington  
Highway  
Moneta, Va 24121

Sen. Emmett Hanger  
Co-Chair, Senate Finance  
P.O. Box 2  
Mount Solon, Va 22843-0002

## Lottery for Localities A Course for Action

1. **Background:** The Virginia State Lottery is a \$1.8 billion<sup>1</sup> state run enterprise. The sales of lottery tickets are untaxed by localities. The lottery been referred to as a 'backdoor tax' or 'regressive tax' in which the poor give money to the state government.<sup>2</sup> Lottery spending drains rural communities of dollars that might otherwise be spent energizing our local economies by generating local retail sales as well as meals, gas and lodging taxes for our local general revenue. Virginia Lottery disbursements for calendar year 2015 resulted in an estimated \$1.166 billion (60.6%) devoted to prizes; \$103 million (5.6%) was paid out to retailers and \$90.8 million (4.9%) was devoted to operating costs. That left \$533.8 million (28.9%) to be distributed to Virginia's public school systems in accordance to a state formula.<sup>3</sup>

2. **Local Sales:** In response to a request for information, the Virginia Lottery submitted the data below reflecting the Nottoway County calendar year 2015 sales of Virginia Lottery tickets.<sup>4</sup>

 we're game virginia lottery		OFFICIAL LOTTERY RECORD TOTAL SALES: CERTAIN ZIP CODES CALENDAR YEAR 2015
	<u>ZIP Code</u>	<u>Total Sales</u>
	23824	\$3,676,892.25
	23922	\$495,168.25
	23930	<u>\$2,035,514.50</u>
	Sum:	\$6,207,575.00

3. **Local Education Return:** The \$6.2 million in local sales results in just over \$2 million a year returning to Nottoway County Schools. Lottery proceeds are paid to the county school system twice a month. The formula used by the lottery to return monies to school systems is not based on locality sales but on a student *per capita* formula. For example, Fairfax County, the fastest growing county in Virginia and among the ten richest in the nation, received over \$36 million in lottery proceeds in FY2015.<sup>5</sup>

<sup>1</sup> 2015 figures from the Virginia State Lottery website. \$1.844 billion in sales.

<sup>2</sup> It is not our intent to suggest the lottery should be abolished, only to make an observation.

<sup>3</sup> See Virginia Lottery website for the overall breakdown.

<sup>4</sup> Phone inquiry and E-mail dated 19 May 2016, Greg Eanes to Amy Roper, Policy, Process and Legal Document Administrator, Va State Lottery; E-mail response dated 23 May from Roper to Eanes, with attachment.

<sup>5</sup> See Virginia Lottery for payouts, [https://www.valottery.com/playing\\_matters.aspx](https://www.valottery.com/playing_matters.aspx).

4. **Prior Efforts at Taxation:** In the 2012 Legislative Session Senator Frank Ruff proposed a bill for a sales tax on the purchase of lottery tickets. The Virginia Municipal League supported the measure. The Virginia Lottery opposed the bill and was successful in defeating the bill during the Senate Finance Committee hearing. VML Director of Fiscal Policy Neal Menkes says, "To the best of my knowledge no attempt has been made since 2012."<sup>6</sup>

5. **Virginia Constitution:** VML advises the Virginia Constitution, specifically Article X, Section 7-A "*explicitly identifies public education as the sole purpose of Lottery proceeds.*" The Virginia General Assembly can redirect a portion of the Lottery Proceeds Fund for other purposes but it requires a 4/5 majority vote in both Houses (32 Senators and 80 House members).<sup>7</sup> The power to change the formula to benefit all Virginia communities rests with the Virginia General Assembly.

6. **Observations:** Using 2015 lottery sales figures, if the Nottoway County lottery sales were taxed at 5% or had a 5% kick-back to locality general revenue funds, the county and towns would take in \$310,378.74.<sup>8</sup> It is envisioned the 5% formula be split between the County and the Towns with the County receiving 40% of the total revenues generated in the incorporated towns and 100% of total revenues generated by retail outlets outside of the towns. Using 2015 sales figures this would result in the following (estimated):

Blackstone	\$110,306.77 (-)
Burkeville	\$15,455.05
Crewe	\$61,065.43
Nottoway County	\$124,151.49 (+)
<b>Grand Total</b>	<b>\$310, 978.74</b>

**Note:** Three of the 23824 outlets are outside of Blackstone and in the County therefore the actual total for Blackstone would be less and the total for the county would be more. The data used was requested from the Lottery based on the zip codes of the Lottery retail outlets.

While larger communities might view these amounts as 'chump change', they do represent significant sums to rural communities. If Crewe received an additional \$61,000 it could pay down the debt from government mandates, improve infrastructure, etc. These are monies that could help town governments take care of big ticket items and desired community development projects which it seldom has funds to address.

Using 2015 figures, state lottery total sales were \$1.844 billion. Pulling off 5% off the total sales would result in \$92,200,000 that could be returned to localities.

Taking \$92.2 million from the 2015 prize payout portion *only* would reduce the payout fund from \$1.166 billion to 1.073 billion and does not take away from the amount returned to local

<sup>6</sup> E-mail dated 19 May 2016 from Neal Menkes to Eanes.

<sup>7</sup> Ibid.

<sup>8</sup> Of course this would fluctuate depending on annual sales. The estimated 5% levy on 2015 sales for the 23824 zip code would equate to \$183,844.61; on 23922 sales equates to \$24,758.41 and 23930 sales at \$101,775.73.

school systems.<sup>9</sup> Lottery jackpots are announced ahead of sales. The diversion of the 5% of sales is invisible to individual players and will not impact those announcements nor deter people from playing the lottery.

Lottery returns to localities should be based on local sales and not a per capita basis. In this way, we in the locality only get a percentage of what is generated in our localities.

Further, the lottery funds that come to the localities should be unrestricted and for our general revenue to address local needs.

This should be viewed as a bi-partisan effort which benefits all Virginia's taxpayers and local governments regardless of the size of their populations.

#### **7. Proposed Course of Action:**

- a. Enact legislation to allocate 5% of total lottery sales to the localities in which the sales are made.
  - i. Only the prize payout portion of the funds will be impacted (trimmed from 60.6% to 55.6% of total lottery allocations);
  - ii. These funds are to be culled by the Virginia Lottery from sales and placed in a separate 'Lottery for Localities' fund until payout;
  - iii. Payouts to localities to be made on a quarterly basis;
  - iv. Payouts to localities will go to incorporated town, county or city general revenue funds, based on total lottery sales in those localities;
  - v. Payouts to localities will be unrestricted in how they are spent.
  - vi. County governments would receive up to 40% of incorporated town lottery proceeds unless the county government opts for a lower percentage at the local level.
- b. Phased Implementation:
  - i. Legislation passed in the 2017 session will take effect on 1 July 2017.
  - ii. It is envisioned the 5% would be culled from the last six months of 2017 sales and these could be paid by 15 January 2018 with follow-on payments after every quarter.

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<sup>9</sup> It is envisioned the new formula could be locked in as follows: Prize Pool, 55.6%, Lottery for Localities Fund, 5%, Retailers, 5.6%, Operating Costs, 4.9% and Public School Fund, 28.9%.

- iii. This phased implementation gives the Virginia State Lottery more than six months to orchestrate the administrative procedures to accommodate the new legislative mandate while building the 'Lottery for Localities' pool.

-end-

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b>  Danville-Pittsylvania Community Services (DPCS) Performance Contract  <b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>  Presentation by Jim Bebeau  <b><u>STAFF CONTACT(S):</u></b>  Mr. Monday	<b><u>AGENDA DATE:</u></b> 08-01-2016	<b><u>ITEM NUMBER:</u></b> 10
	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>
	<b><u>ATTACHMENTS:</u></b> Yes	
	<b><u>REVIEWED BY:</u></b> <i>GS</i>	

**BACKGROUND:**

Pittsylvania County Board of Supervisors receives input each year from the Director of the Danville-Pittsylvania Community Services Board and the presentation of their performance contract for the ensuing year.

**DISCUSSION:**

The entire performance contract is extremely lengthy; therefore, letters from Mr. Jim Bebeau, Executive Director at DPCS, and from the Commonwealth of Virginia, are attached hereto for reference of the Board to get a general outline of the costs of the performance agreement. A full copy of this agreement can be located online at <http://www.dbhds.virginia.gov/professionals-and-service-providers/csb-comunity-contracting> , and in the County Administrator's office.

Mr. Jim Bebeau will be present the August 1, 2016 meeting to answer any questions the Board may have.

**RECOMMENDATION:**

Staff recommends the Board of Supervisors approves the DPCS FY2017-18 Performance Contract and authorize the County Administrator to sign all necessary documentation.

# Danville-Pittsylvania Community Services

*"Unlocking Potential With Each Sunrise"*

**Services**  
Prevention Services  
434-799-0456  
Behavioral Health Services  
434-793-4931  
Intellectual Disability Services  
434-799-0456

**Executive Director**  
James F. Bebeau, LPC  
434-799-0456

July 12, 2016

**Operations**  
Finance Division  
434-799-0456  
Human Resources Division  
434-799-0456  
Compliance & Information Systems  
434-799-0456

Mr. Clarence Monday  
Pittsylvania County Administrator  
PO Box 426  
Chatham, Virginia 24531

Dear Mr. Monday:

Attached is the Danville-Pittsylvania Community Services (DPCS) Fiscal Year 2017 and Fiscal Year 2018 Performance Contract with the *Virginia Department of Behavioral Health and Developmental Services* (DBHDS), as approved June 30, 2016, by our Board of Directors. In accordance with *Virginia Code §37.2-508*, the two-year Contract must be presented to the DPCS Board of Directors and then to our local governments for approval.

The Performance Contract incorporates changes as negotiated with the Performance Contract Committee established by DBHDS and the *Virginia Association of Community Services Boards*. The attached May 6, 2016, letter (Attachment 1) from Paul Gilding, Director of the Office of Support Services with DBHDS, outlines the scope of changes. Of specific notice is that language relating to *intellectual disability* has been changed to *developmental disabilities* throughout the Contract.

The Performance Contract is our service plan and associated costs, as well as our performance expectation. In the second year of the Contract, only the statistical and financial data is updated. The Contract has the following components:

- Exhibits (Attachment 2) include all mental health, developmental, and substance abuse services provided or contracted by DPCS that are supported by the resources described in the Contract.
- Administrative Requirements (Attachment 3) are identical for all Community Services Boards in Virginia and contain externally imposed requirements and long-term DBHDS requirements that Community Services Boards and DBHDS must meet.
- Partnership Agreement (Attachment 4) is identical for all Community Services Boards in Virginia and describes the values, roles, and responsibilities of the three operational partners in the public services system—Community Services Boards, State Facilities operated by DBHDS, and Central Office of DBHDS.



245 Hairston Street, Danville, Virginia 24540  
434-799-0456 Fax 434-793-4201 TDD 434-799-0198  
Gretna Office 111 Center Street, Gretna, Virginia 24557  
From Gretna 434-656-8201 From Danville 434-797-2116 Fax 434-656-8204  
www.dpcs.org



Mr. Clarence Monday  
July 12, 2016  
Page 2

As a reference point for the impact of this Performance Contract in the community, in Fiscal Year 2015, DPCS directly served 12,772 residents of Pittsylvania County and the City of Danville through 178,188 distinct units of service.

Should you or the Board of Supervisors need additional information about our Performance Contract with DBHDS, please do not hesitate to contact me. I will be present at the Monday, August 1, 2016, Board of Supervisors Meeting for questions.

On behalf of the DPCS Board of Directors and the individuals who depend upon our services, I respectfully request that our Fiscal Year 2017 and Fiscal Year 2018 Performance Contract be approved.

Sincerely,

A handwritten signature in blue ink, appearing to read "James F. Bebeau, LPC".

James F. Bebeau, LPC  
Executive Director

JFB:phb  
Attachments (4)



## COMMONWEALTH of VIRGINIA

JACK BARBER, M.D.  
INTERIM COMMISSIONER

DEPARTMENT OF  
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES

Post Office Box 1797  
Richmond, Virginia 23218-1797

Telephone (804) 786-3921  
Fax (804) 371-6638  
[www.dbhds.virginia.gov](http://www.dbhds.virginia.gov)

**TO:** Community Services Board or Local Government Department Executive Directors  
and the Behavioral Health Authority Chief Executive Officer

**FROM:** Paul R. Gilding  
Office of Support Services Director

**SUBJECT:** FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT

**DATE:** May 6, 2016

The FY 2017 and FY 2018 Community Services Performance Contract and Partnership Agreement are available for your information and use on the CSB Community Contracting web page at <http://www.dbhds.virginia.gov/professionals-and-service-providers/csb-community-contracting>. The FY 2017 and FY 2018 CSB Administrative Requirements, a separate document incorporated into the contract by reference, is also available there. The Department is distributing Letters of Notification and the Community Automated Reporting System (CARS) software electronically now. The letters contain initial allocations of state and federal funds to community services boards, the behavioral health authority, and the two local government departments with policy-advisory CSBs, all of which are referred to as CSBs in the contract documents and this memo.

The contract documents incorporate changes in the FY 2016 Community Services Performance Contract that were negotiated last month with the Performance Contract Committee established by the Department and the Virginia Association of Community Services Boards. Language relating to intellectual disability is changed to developmental disabilities throughout the contract. Substantive changes from the FY 2016 are described below.

### Performance Contract Changes

1. Section 4.a.2.) on page 3 is revised to move the requirement for CSBs operating residential crisis stabilization programs to achieve a 75 percent utilization rate from Exhibit B.
2. Section 4.d on page 6 is revised to incorporate language about developmental disabilities.
3. Section 4.e.2) on page 6 contains added language requiring case managers to document observations required by the DOJ Settlement Agreement.
4. Section 4.e.7.) on page 7 contains added language about when case managers shall offer education about integrated community options to individuals in the Settlement Agreement population who are living outside of their own or their family's homes.

**FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT**

May 6, 2016

Page 2

5. Section 4.f on page 10 is revised to clarify what are unacceptable methods for satisfying the requirement for immediate access to emergency services and to require coordination with REACH for individuals with developmental disabilities.
6. Section 4.h on page 11 is revised to require CSB compliance with the new *Certification of Preadmission Screening Clinicians* document that was developed jointly by the Department and the CSBs.
7. Section 4.i on pages 11 and 12 contains additional case management requirements related to the DD wait list and time frames for notifying the Department when an individual has been terminated from all DD waivers and submitting the request to retain a slot form.
8. Sections 6.b.4.)d.) through g.) on pages 13 and 14 are revised to reflect changes in prevention services requirements.
9. Sections 6.b.5.) and 6.) page 15 are revised to reflect changes in DD case management training and compliance with the CMS Final Rule for developmental case management services.
10. Section 6.c.1.) e.) on page 16 is revised to reflect changes in prevention reporting.
11. Section 7.f on page on page 23 is revised to include a requirement for the Department to issue new or revised policy, procedure, and guidance documents via letters, memoranda, or emails from the Commissioner, Deputy Commissioner, or applicable Assistant Commissioner to CSB executive directors and to post them on the Department's web site within 10 business days.
12. In Exhibit B, the requirement for CSBs to report measure I.A on percent of individuals who keep a non-emergency service visit within seven calendar days of discharge from inpatient services is eliminated. The Department will monitor this measure using AVATAR and CCS 3 data.
13. Two new measures are added to Exhibit B on page 45 for community engagement discussions and goals; these will be reported quarterly using the Exhibit B report on page 47.
14. Section E in Exhibit J on pages 63 and 64 is revised to require operating CSBs and the BHA to follow the CSB Executive Director Recruitment Process Guidance issued by the Department and to include OSS staff as a voting member of the search committee when recruiting a new executive director.
15. Two new federal grants are added to section II.A in Exhibit J on page 66, and section II.B on disaster response and emergency service preparedness requirements is rewritten to reflect current requirements.

**There are no changes in the Central Office, State Facility, and Community Services Board Partnership Agreement.**

**CSB Administrative Requirements Changes**

16. Section II.A.5.b. on page 7 is revised to expand significantly the topics that human resource management policies and procedures for operating CSBs and the BHA must address.
17. Sections 9.a and b, 11, and 12 in Appendix B on pages 9 and 10 are revised to reflect changing substance abuse prevention requirements.

### Contract Process

Once the Department distributes the CARS software and Letters of Notification, CSBs will submit all of the contract's Exhibit A electronically using CARS software. CARS software contains Table 2: FY 2016 CSB Management Salary Costs, which enables CSBs and the Department to respond to requirements in § 37.2-504 of the Code of Virginia. This table also collects FTE information by program area and for emergency and ancillary services, including numbers of peer providers. Peer providers are staff who self-identify as individuals receiving services and have been hired specifically as peer providers. Staff not hired as peer providers, even if they have a mental health or substance use disorder or intellectual disability, should not be reported as peer providers.

To be accepted for processing by the Department, a performance contract must satisfy the requirements and criteria in Exhibits E and I of the contract.

1. Exhibit A and Table 2 must be submitted to Information Services and Technology in the Department using CARS software and must be complete and accurate.
2. Since the contract is being distributed electronically, the parts of the contract that are submitted on paper should be printed, signed where necessary, and mailed to the Office of Support Services when Exhibit A is submitted. See Exhibit E in the contract. These parts are:
  - signature page of the contract body (page 29)
  - signature page of Exhibit B,
  - Exhibit D (if applicable),
  - Exhibit F (two pages), and
  - Exhibit G.The Department must receive all parts of the contract submitted on paper before a contract submission will be considered complete.
3. Exhibit A must conform to allocations of state and federal funds in the Letter of Notification, unless amounts have been revised by or changes negotiated with the Department and confirmed by the Department in writing. Total funds in each program area (pages AF-1 through AF-8) must equal total costs shown on Forms 11, 21, 31, and 01 or differences must be explained on the Financial Comments form.
4. Contracts must contain actual appropriated amounts of local matching funds. If a CSB cannot include the minimum 10 percent local matching funds in its contract, it must submit a written request for a waiver of the local matching funds requirement, pursuant to § 37.2-509 of the Code of Virginia and State Board Policy 4010, to the Office of Support Services with its contract. More information about the waiver request process is attached to this memo.

The FY 2017 and FY 2018 contract and other materials described above are due in the Department's Office of Support Services by June 24, 2016, except for Exhibit A that is submitted to Information Services and Technology by the same date. Section 37.2-508 or 37.2-608 of the Code of Virginia authorizes the Department to provide up to six semi-monthly payments of state and federal funds to allow sufficient time to complete local government approval and Department negotiation and approval of the contract. Exhibit E automatically provides the first two semi-monthly July payments, whether or not a contract has been submitted. The process conditions the next four semi-monthly payments (two in August and two in September) on the Department's receipt of a complete performance contract.

**FY 2017 AND FY 2018 COMMUNITY SERVICES PERFORMANCE CONTRACT**

May 6, 2016

Page 4

Once a contract is received in the Department, the Community Contracting Director will review it and notify the CSB within five working days that it is or is not accepted for review by the Department. Unacceptable contracts will need to be revised before the Department will process them. If you have any questions about this memo or the contract documents, please e-mail or call Joel Rothenberg, the Community Contracting Director, at [joel.rothenberg@dbhds.virginia.gov](mailto:joel.rothenberg@dbhds.virginia.gov) or (804) 786-6089 or me at [paul.gilding@dbhds.virginia.gov](mailto:paul.gilding@dbhds.virginia.gov) or (804) 786-4982. Thank you.

**Enclosures (4)**

pc: Dawn M. Adams  
Peggy S. Balak  
Jack W. Barber, M.D.  
Mary Begor  
Cleopatra L. Booker, Psy.D.  
Gabriella C. Caldwell-Miller  
Connie L. Cochran  
Mindy Conley  
Donald D. Darr  
Sterling G. Deal, Ph.D.  
Andrew Diefenthaler  
Kathy B. Drumwright  
Chris J. Foca  
William R. Frank  
Stacy H. Gill, LCSW  
Marion Y. Greenfield  
Kenneth M. Gunn, Jr.  
Daniel L. Herr, J.D.

Kevin A. Howard  
Virgil Kopf  
Martha Kurgens  
Margaret Anne Lane  
Eric S. Leabough  
Deborah M. Lochart  
Janet S. Lung  
Kate Marshall  
Holly E. Mortlock  
Dev Nair, Ph.D.  
Heather A. Norton  
Diane Oehl  
Susan D. Pauley  
Tammy E. Peacock, Ph.D.  
Stacy L. Pendleton  
Phil R. Peter, MBA  
Mellie E. Randall  
Cecily J. Rodriguez

Beverly D. Rollins  
Joel B. Rothenberg  
Michael A. Schaefer  
Randy B. Sherrod  
Challis H. Smith  
Debbie A. Smith  
Becky L. Sterling  
Gail M. Taylor  
Dawn A. Traver  
Julie M. Truitt  
Allen Wass  
Charlotte Watts, Ph.D.  
Florence B. Wells  
Allyson K. Tysinger, J.D.  
Jennifer M. Faison  
Susan E. Massart  
Mike Tweedy

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> Recommendations from Finance Committee	<b><u>AGENDA DATE:</u></b> 08-01-2016	<b><u>ITEM NUMBER:</u></b> 11
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Committee Recommendations	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b>  Mr. Monday	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>
	<b><u>ATTACHMENTS:</u></b>	
	<b><u>REVIEWED BY:</u></b> <i>GLS</i>	

**BACKGROUND:**

**DISCUSSION:**

The Finance Committee will meet at 5:00 PM on Monday, August 1, 2016. Any recommendations from the Finance Committee will be presented to the full Board of Supervisors.

**RECOMMENDATION:**

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

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<b><u>AGENDA TITLE:</u></b> Armory Access Agreement	<b><u>AGENDA DATE:</u></b> 08/01/16	<b><u>ITEM NUMBER:</u></b> 12
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Potential Execution of Armory Access Agreement	<b><u>ACTION:</u></b> Yes	
<b><u>STAFF CONTACT(S):</u></b> Mr. Monday; Mr. Hawker	<b><u>ATTACHMENTS:</u></b> 1; Access Agreement	
	<b><u>REVIEWED BY:</u></b> 	

**BACKGROUND/DISCUSSION:**

Earlier this year, the Commonwealth of Virginia, Department of Military Affairs (“DMA”) decommissioned the Chatham Armory (the “Armory”) located at 326 South Main Street, Chatham, Virginia. Following said decommissioning, the DMA offered ownership of the Armory to Pittsylvania County, Virginia (the “County”). At a previous meeting of the Pittsylvania County Board of Supervisors (the “BOS”), the BOS directed County Staff to work toward potentially acquiring the Armory. Attached please find an Armory Access Agreement negotiated between the DMA and the County. To protect the County’s interests, said Armory Access Agreement allows the County to enter the Armory for purposes of conducting inspections, surveys, appraisals, and soil testing of the Armory prior to the County potentially acquiring the Armory.

**RECOMMENDATION:**

Staff recommends BOS approve execution of the Armory Access Agreement.

## ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("Agreement") is dated this \_\_\_\_ day of \_\_\_\_, 2016, by and between the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF MILITARY AFFAIRS ("DMA") and the COUNTY OF PITTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "County").

### RECITALS

WHEREAS, the County is interested in acquiring at no cost/fee a certain parcel of real estate comprised of 3+/-acres, more or less, located in the Pittsylvania County, Virginia, known as the Chatham Readiness Center (Readiness Center) identified as 326 South Main Street, Chatham, Virginia, Tax Map Number 2425-09-3450 (the "Property"), further shown on Exhibit "A" attached hereto; and

WHEREAS, the County desires to conduct inspections, surveys, appraisals, and soil testing of the Property; and

WHEREAS, DMA and the County desire to enter into this Agreement to permit the entry of the County onto the Property for the aforesaid purposes.

### WITNESSETH:

NOW, THEREFORE, in consideration of the payment of ONE DOLLAR (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, including the recitals and the mutual promises and agreements hereinafter set forth, the parties agrees as follows:

1. DMA consents to entry onto the Property of employees, agents, and contractors of the County to conduct inspections, surveys, appraisals, and soil testing thereof, as well as such other examinations as the County may wish to conduct on the Property, except that nothing herein shall be deemed to authorize any invasive testing except as may be reasonably necessary for soil testing. Any resulting holes will be patched, and any other damage will be repaired, to the reasonable satisfaction of DMA immediately upon completion of the testing.
2. The possession of, or open or concealed carrying of, any firearm by any person is prohibited on the Property, except for law enforcement officers, DMA-authorized security personnel, military personnel, or other government-authorized personnel, when such persons are authorized to possess and carry a firearm in accordance with their duties and when they are carrying the firearm within that authority.
3. DMA shall be provided upon request with a copy of all report(s) and other materials of any nature generated as a result of the activities contemplated by the Agreement (collectively, the "Report") prepared by the County's employees, agents, contractors, third parties in direct privity with the County of subcontractors.

4. To the extent allowed by Virginia law, the County agrees to indemnify, defend and hold harmless DMA, and its agents and employees, from all liability, claims for damage, injury or loss of every kind and nature, whether relating to person or property, arising on or within the Property or otherwise incident to the activities of the County's employees, agents, contractors, subcontractors, and third parties on the Property, including, without limiting the foregoing, the following: a) any claim by any person authorized to enter the Property pursuant to this Agreement; and b) and injury to a person or property resulting from or related to the activities of the County's employees, agents, contractors, subcontractors, and third as permitted under this Agreement. To the extent allowed by Virginia law, this indemnification specifically excludes any liability or claims for damage, injury or loss arising exclusively from the negligent act or omissions or intentional misconduct of DMA, its agents and employees. To the extent allowed by Virginia law, the indemnification herein shall extend to any liability or claim thereof for attorneys' fees and costs. In the event of any claim, the DMA, at its option, may select its own counsel and be reimbursed therefor by the County or may direct the County to appoint counsel for the DMA at the expense of the County.

5. Prior to each entry onto the Property by the County employee, agent, contractors, subcontractor, and third party, the County shall contact Sandra Ragan, Real Estate Manager for the Department of Military Affairs, at (434) 292-8258, to schedule times to access the Property so that the agency is aware of the planned activity.

6. As a condition to the rights granted to the County in this Agreement, the County and all of its agents, contractors, subcontractors, and third parties undertaking and activities pursuant to this Agreement or accessing the Property, shall carry commercial general liability ("CGL") insurance with limits not less than FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence. Evidence of insurance shall be provided to DMA. DMA, and its officers, employees and agents, shall be named as additional insureds as their interests may appear in any such policy. Such insurance shall be occurrence based and shall provide any insured party, including the Commonwealth of Virginia and the DMA, thirty (30) days' written notice prior to any cancellation of the policy. Further, the County and all of its agents, contractors, subcontractors, and third parties undertaking any activities pursuant to this Agreement or accessing the Property, shall carry workers' compensation insurance to the extent required by applicable law. The names of all the County employees, agents, contractors, third parties who will be accessing the Property pursuant to the terms of this Agreement, together with names and phone numbers of their home office representatives, shall be provided to DMA prior to entry on the Property together with the above insurance certificates.

7. DMA has provided the County certain information regarding the Property. All such information both written or orally furnished (before or after the date of this Agreement (collectively the "Confidential Information")) to the County or the County's employees, agents, representatives or advisor, including counsel and lenders contractors, subcontractors, and third parties, (collectively the "Representatives") shall be deemed confidential. "Confidential Information" will not include the Reports, the Proprietary Information and any information

which at the time of disclosure was available to the public (either via DMA or another source), or on a nonconfidential basis from a source other than DMA. The County hereby recognizes and agrees that the Confidential Information provided by DMA is the property of DMA and was furnished to the County in reliance upon its promises made herein. The County and its Representatives shall treat the Confidential Information confidential and will not use any Confidential Information for any purpose other than in connection with the purchase and development of the Property. The County acknowledges that remedies at law may be inadequate to protect DMA against any actual or threatened breach of the provision of this Paragraph 8 by the County or by the Representatives, and, without prejudice to any other rights and remedies otherwise available to DMA, the County agrees to the granting of injunctive relief in DMA's favor without proof of actual damages.

8. The provision of Paragraphs 2, 3 and 7 of this Agreement shall survive termination of this Agreement and shall not be merged into and subsequent agreements, contracts, deeds or other instruments between the parties.

9. This Agreement will terminate on \_\_\_\_\_, 2016.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first set out above.

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF MILITARY AFFAIRS

By: \_\_\_\_\_  
Title: Timothy P. Williams, The Adjutant General  
of Virginia

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

By: \_\_\_\_\_  
Title: Clarence Monday, County Administrator

APPROVED AS TO FORM

\_\_\_\_\_  
J. Vaden Hunt, Esq.  
Pittsylvania County Attorney

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Inmate Housing – Blue Ridge Regional Jail Contract</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>  Award Contract</p> <p><b><u>STAFF CONTACT(S):</u></b> C. Monday, Sheriff Mike Taylor and Connie Gibson</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b><u>AGENDA DATE:</u></b> 08/01/2016</td> <td style="width: 50%;"><b><u>ITEM NUMBER:</u></b> 13</td> </tr> <tr> <td><b><u>ACTION:</u></b> Yes</td> <td><b><u>INFORMATION:</u></b></td> </tr> <tr> <td><b><u>CONSENT AGENDA:</u></b></td> <td></td> </tr> <tr> <td><b><u>ACTION:</u></b></td> <td><b><u>INFORMATION:</u></b></td> </tr> <tr> <td colspan="2"><b><u>ATTACHMENTS:</u></b> Contract</td> </tr> <tr> <td colspan="2"><b><u>REVIEWED BY:</u></b> <i>GM</i></td> </tr> </table>	<b><u>AGENDA DATE:</u></b> 08/01/2016	<b><u>ITEM NUMBER:</u></b> 13	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>	<b><u>CONSENT AGENDA:</u></b>		<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>	<b><u>ATTACHMENTS:</u></b> Contract		<b><u>REVIEWED BY:</u></b> <i>GM</i>	
<b><u>AGENDA DATE:</u></b> 08/01/2016	<b><u>ITEM NUMBER:</u></b> 13												
<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>												
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<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>												
<b><u>ATTACHMENTS:</u></b> Contract													
<b><u>REVIEWED BY:</u></b> <i>GM</i>													

**BACKGROUND:**

Pittsylvania County Jail does not have the physical capacity to hold all inmates currently under the Sheriff's responsibility. Blue Ridge Regional Jail Authority currently houses our inmates at a rate of \$30 per day. We spent \$546,430 in fiscal year 15/16 per diem cost.

**DISCUSSION:**

After contacting several jails in the surrounding areas including Blue Ridge Regional Jail Authority, Western Virginia Regional Jail and Southside Regional Jail to discuss cost of housing inmates and medical care, we have determined that Blue Ridge Regional Jail Authority's pricing is fair and reasonable. Blue Ridge Regional Jail Authority has agreed to \$27.00 per day, per inmate ( \$3.00 savings per day, per inmate) and agrees to pay \$3,750 per month to help off set the cost for prescription medication. That is a savings of \$45,000 per year on prescriptions.

This procurement is considered exempt from competitive solicitations, from federal government, other state agencies and their agencies or institutions, and public bodies, per the County's policy.

This agreement shall be for (5) years contingent upon review of the parties at the conclusion of each fiscal year..

**RECOMMENDATION:**

Staff recommends awarding the contract to Blue Ridge Regional Jail; and authorizing the Sheriff to execute this Agreement.

## **AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ of \_\_\_\_\_, 2016 between the Blue Ridge Regional Jail Authority (the “Authority”) and the Sheriff of Pittsylvania County, Virginia (the “Sheriff”).

**WHEREAS**, the Pittsylvania County Jail does not have the physical capacity to hold all of the inmates currently under the responsibility of the Sheriff; and

**WHEREAS**, the Authority currently has, and should continue to have, excess bed capacity in its facilities which it would like to offer to relieve the capacity issues at the Pittsylvania County Jail; and

**WHEREAS**, the Blue Ridge Regional Jail is, in the opinion of the Sheriff, the regional jail which is best situated to hold Pittsylvania County inmates.

**NOW THEREFORE, IT IS AGREED** by the parties as follows:

### **1. Housing of Inmates.**

The Authority agrees to hold all Pittsylvania inmates designated by the Sheriff above the capacity of Pittsylvania County Jail, which the parties agree is 121, at one of the Authority facilities. The Sheriff and the Authority mutually agree, for the term of this Agreement, to send all inmates over 121 to the Authority, and not to contract with any other correctional facility for the housing of inmates; with the exception of unusual and unforeseeable circumstances in which both parties determine that holding the inmate in a facility not identified in this Agreement is in the best interest of the inmate and both parties.

### **2. Cost of Housing.**

The Authority agrees to charge the Sheriff twenty-seven dollars (\$27.00) per day for the housing of each inmate assigned to the Authority for the term of this Agreement. The Sheriff agrees to pay for all medical services provided outside the Authority facilities. All medical services provided within an Authority facility including medicines will be covered by this Agreement. The Authority agrees to pay up to \$3,750 per month in prescription costs, excluding HIV medications for Pittsylvania County inmates. All Pittsylvania County inmates will be subject to pay any housing fees or copayments as required by Authority policy and these funds will be retained by the Authority. The per diem rate may be adjusted for the next fiscal year by agreement of the parties and the amendment of this Agreement.

### **3. Security of Inmates When Hospitalized**

The Authority agrees to accept all related personnel cost in providing security measures associated with the hospitalization of a Pittsylvania County Jail inmate, for a period commencing

on the first day of the inmate's admittance but not to exceed 10 days of hospitalization care and treatment for each specific occurrence. The Pittsylvania County Sheriff's Office agrees to accept all related personnel cost in providing security measures associated with the hospitalization of a Pittsylvania County Jail inmate, for a period commencing on the 11<sup>th</sup> day of hospitalization care and treatment for each specific occurrence.

#### **4. Transportation.**

The Sheriff shall be responsible for the initial transportation of all Pittsylvania County inmates to the Authority facility in Lynchburg, and to provide transportation for such inmates to and from scheduled court appearances. The Authority agrees to transport Pittsylvania County inmates for medical services.

The Authority agrees, in an emergency situation, new construction and/or renovation, to provide additional housing to accommodate all Pittsylvania County inmates. The Authority also agrees to assist in the transportation of inmates in an emergency situation or arising out of any scheduled construction and/or renovation of the Pittsylvania County Jail. Further, should an emergency arise where the Authority needs to accommodate all Pittsylvania County inmates, a mutually agreed upon per diem rate will be negotiated at that time for all inmates above the average number currently held in Blue Ridge facilities.

#### **5. Payment.**

Payment under this Agreement shall be due within thirty days of the receipt of an invoice from the Authority, which invoices will be sent at the end of each month. Payment shall be made to:

Blue Ridge Regional Jail Authority  
P. O. Box 6078  
Lynchburg, Virginia 24505  
Attention: Bob Osiniak

#### **6. Term of Agreement.**

This Agreement shall begin as of the date stated above, and shall continue for a period of five (5) years contingent upon a review of the parties at the conclusion of each fiscal year. The Agreement may be terminated at any time by either party by giving sixty (60) days' written notice to the other party.

#### **7. Non-Appropriation Provision.**

Notwithstanding any other provision in this Agreement to the contrary, if the Board of Supervisors of Pittsylvania County, Virginia, fails during any fiscal year to appropriate or allocate sufficient funds to the Sheriff to pay the amounts to be paid by the Sheriff pursuant to the provisions of this Agreement, which become due or payable during such fiscal year, then this Agreement and all the obligations of the Sheriff hereunder shall automatically terminate at the

end of the fiscal year in which such non-appropriation occurs. The Sheriff agrees to use reasonable efforts to obtain any necessary funding contemplated by this Agreement, on an annual basis.

#### **8. Governing Law, Venue, Mediation, Legal Fees/Costs.**

- A. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
- B. Venue: If legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, then exclusive venue therefore shall lie in the City of Lynchburg, Virginia.
- C. Mediation:
  - 1. Good faith mediation shall be a condition precedent to the filing of any litigation in law or equity by either Party against the other Party relating to this Agreement. Before the remedies provided for in this Section may be exercised by either Party, such Party shall give written notice to the other Party that such Party believes that an event of default or impasse under this Agreement may have occurred, specifying the circumstances constituting the event of default or impasse in sufficient detail that the other Party will be fully advised of the nature of the event of default or impasse. The responding Party shall prepare and serve a written response thereto within ten (10) business days of receipt of such notice. A meeting shall be held within ten (10) business days after the response between the Parties to attempt in good faith to negotiate a resolution of the dispute.
  - 2. If the Parties are unable to resolve the dispute through the above process, the Parties shall attempt to resolve the controversy by engaging a single mediator, experienced in the subject matter, to mediate the dispute. The mediator shall be mutually selected by the Parties, to the controversy and conduct mediation at a location to be agreed upon by the Parties or absent agreement, by the mediator. Within two (2) business days of selection, the mediator shall be furnished copies of the notice, this Agreement, response, and any other documents exchanged by the Parties. If the Parties and the mediator are unable to settle the same within thirty (30) days from selection, or such other time as the Parties agree, the mediator shall make a written recommendation as to the resolution of the dispute. Each Party, in its sole discretion, shall accept or reject such recommendation in writing within ten (10) days. Should the Parties be unable to agree upon a single mediator within five (5) business days of the written response of the responding Party, the Parties jointly, shall agree upon the selection of a neutral third-party agreed upon by the Parties, to appoint a mediator, experienced and knowledgeable in the matters which are the subject of the dispute. The costs of the Mediator and the mediation shall be shared equally by the Parties to the dispute.

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

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

Pittsylvania County General Terms and Conditions are incorporated and made part of the contract.

**WHEREFORE**, the parties agree by their duly authorized signatures below.

**BLUE RIDGE REGIONAL JAIL AUTHORITY**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**SHERIFF OF PITTSYLVANIA COUNTY, VIRGINIA**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
J. Vaden Hunt  
Pittsylvania County Attorney

PITTSYLVANIA COUNTY  
BOARD OF SUPERVISORS

PURCHASING DEPARTMENT

I. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

1. Reservation of County Rights:

The County reserves the right to accept or reject any or all bids, to waive any informality and to make an award to a party other than the low bidder, if deemed in the best interest of the County, subject to the provisions under the Virginia Public Procurement Act.

The County does not discriminate against faith-based organizations.

2. Laws of the Commonwealth:

Any purchase order/contract resulting from this bid process shall be governed; in all respects whether as to its validity, construction, capacity, performance or otherwise; by the laws of the Commonwealth. Successful bidders providing goods to the County herewith assure the County that they are conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

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

(1) During the performance of this contract, the contractor agrees as follows:

- A. Nondiscrimination Clause: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Equal Opportunity Employer: The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(2) Subcontractors: The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

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

3. Tax Exemption:

The County is exempt from State sales, and use taxes and will issue a Certificate of Exemption upon request. Deliveries against any items of this bid procedure shall be free from any excise or transportation taxes. Excise exemption registration NO. 54-600-1508 may be used when required or necessary on behalf of the County.

4. Modifications, Additions, or Changes:

Modifications, additions, or changes to the terms and conditions of this invitation to bid may be cause for rejection of your bid. All bids shall be entered on the official bid forms, if provided. Bidders who attach or submit bids on their or any other forms may be considered unresponsive and may be rejected if an official bid form is provided.

5. Delivery Point:

Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the County as directed by the Central Purchasing Department.

6. Transportation and Packaging:

The authorized agent by signing this bid certifies and warrants that the bid price offered for F.O.B. destination, includes only the actual freight rate costs at the lowest and best rate and is based on the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be properly and legibly marked or labeled on the outside with the commodity description and number, size and quantity.

7. Evaluation of Bid Documents:

If any prospective bidder is in doubt as to the true meaning of any part of the specifications or other bid documents, the prospective bidders shall submit a written request, within the time frame provided, after receipt of the invitation to bid to the Central Purchasing Department. The Central Purchasing Department will have final authority to review any discrepancies or deficiencies in the specifications and then make the necessary interpretations or revisions. Interpretations or revisions shall be made official by the issuance of any necessary addendum and distributed to all potential bidders. The Central Purchasing Department will not be responsible for explanations or interpretations of the bid documents, except as issued in writing by the Purchasing Manager and/or County Administrator.

8. Default:

In the case of default by the successful bidder or failure to deliver the goods or services ordered by the time specified, the Department of Central Purchasing, after due written notice may procure these goods or services from other sources and hold the defaulting vendor responsible for any excess cost occasioned thereby.

9. Anti-Collusion Certification:

The authorized agent by signing this bid certifies and warrants that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. The signing agent understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The signing agent also agrees to abide by all conditions of this bid and certifies that he or she is duly authorized to sign this bid for the bidder represented herein.

10. Kickbacks:

The signing agent certifies and warrants that neither he/she nor the bidder from whom he/she is authorized to act has offered or received any kickback from any other bidder, suppliers, manufacturer, or subcontractor in connection with his/her bid on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

11. Gifts by Bidder, Offeror, Contractor, or Subcontractor:

No bidder, offeror, contractor, or subcontractor, shall confer on any public employee or official having formal responsibility for a procurement transaction, any payment, loan, subscription, advance, deposit of money, services or anything

of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

12. Termination/Cancellation of Contract:

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this contract is terminated or cancelled upon request and for the convenience of the County, without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the County for cause, default or negligence on the party of the appraiser or firm shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination of Cause.

C. Non-Appropriation Clause/Termination due to Unavailability of Funds in Succeeding Fiscal Years

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

13. Quantities:

Quantities set forth in this invitation are estimates only, and the successful bidder shall supply at bid prices actual quantities as ordered regardless of whether such total quantities are more or less than those shown.

14. Ordering:

All orders from the County shall be issued by the Central Purchasing Department. A County purchase order number is required for the contract; yet partial order quantities and deliveries will be accepted upon request or as outlined in the Special Specifications, by the Central Purchasing Department. No other department or personnel other than those in the Central Purchasing Department of the County are qualified to issue purchase orders, make changes in orders, or accept delivery on orders under this contract without specific written authorization being received by the contractor from the Central Purchasing Department or as otherwise specified in the Special Specifications.

15. Invoices/Billing Process:

Invoices for items ordered, delivered, and accepted by the Central Purchasing Department or authorized departments shall be submitted by the contractor directly to the Accounting Department, at the address shown on the purchase order. The purchase order number must be referenced on all invoices regardless of quantities delivered, backordered, etc. Any outstanding quantities not included in the billing or invoice should be shown on a separate statement specifically marked, as not being an invoice for payment yet is an accountability of items and cost outstanding.

16. Discounts:

All bids will be evaluated and awarded on net prices. Cash discounts will not be considered in making awards. If cash discounts for prompt payment are offered, it must be clearly shown on the bid forms in the space provided. On monthly invoices any payment terms must be clearly marked. The County will attempt to take advantage of any such discounts provided our timetable allows us to do so.

17. Hold Harmless:

The successful contractor assumes and agrees to indemnify, defend and hold harmless Pittsylvania County, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, labor, goods, or equipment of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence on the part of the using agency or to the manner outlined by the contractor and description literature or specifications submitted with the contractor's bid.

18. Warranty:

The contractor shall provide warranty documents on any material, goods or equipment of any kind or nature provided by the contractor, his subcontractor or other agents. The warranty shall be in effect for the period of time specified.

19. Contractual Intent

Upon successful award of this bid by the County, it is the County's intent to have a written contract fully executed by all participating parties. This contract shall delineate the capacity, performances and considerations for all parties involved.

The contents of the bid submitted by the successful bidder and the bid specifications shall become a part of any contract awarded as a result of these specifications. The successful vendor will be expected to sign a "Standard Contract for Services" with the County.

Sample contracts may be submitted by either party at the time of the bid, however, the County reserves the right to use its uniform contract format over all samples submitted.

20. Insurance

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will maintain all required Worker's Compensation, Employer's Liability, Commercial General Liability and Automobile Liability insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Copies of insurance certificates shall be submitted with all bids/proposals.

21. Use of Name Brands Within These Specifications:

The name of a certain brand, make, manufacturer, or definite specification is to denote the quality to the specific brand, make, manufacturer, or specification named; it is to set forth and convey to prospective bidders the general style, type, character and quality of article desired, and wherever in specifications or contract documents a particular brand, make of materials, device or equipment shall be regarded merely as a standard. Any other brand, make of material, device or equipment which is recognized the equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, shall be considered responsive to the specifications.

22. Access To Records:

The County Administrator or his duly authorized agent, shall, until the expiration of three (3) years following the final payment on this Agreement, have access to and the right to examine and copy any directly pertinent books, documents, papers, and records of Lessor and Assignee involving transactions related to this Agreement. Lessor and Assignee shall have the reciprocal right, until the expiration of three (3) years following final payment on this Agreement, to have access to and examine and copy any directly pertinent books, documents, papers and records of the County Administrator in the event of litigation or arbitration involving this Agreement, rights of access, examination and copying hereunder granted to Lessor, Assignee, and Lessee shall continue until such claims have been finally disposed of.

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b>          Bid Award for Pittsylvania County Landfill Roll-Off Truck</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>          Bid Award for Pittsylvania County Landfill Roll-Off Truck</p> <p><b><u>STAFF CONTACT(S):</u></b>          Clarence Monday, Lester Burgess, Connie Gibson</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b><u>AGENDA DATE:</u></b> 08/01/2016</td> <td style="width: 50%;"><b><u>ITEM NUMBER:</u></b> 14</td> </tr> <tr> <td><b><u>ACTION:</u></b></td> <td><b><u>INFORMATION:</u></b></td> </tr> <tr> <td><b><u>CONSENT AGENDA:</u></b></td> <td></td> </tr> <tr> <td><b><u>ACTION:</u></b></td> <td><b><u>INFORMATION:</u></b></td> </tr> <tr> <td><b><u>ATTACHMENTS:</u></b> Yes- bid sheet</td> <td></td> </tr> <tr> <td><b><u>REVIEWED BY:</u></b> <i>GM</i></td> <td></td> </tr> </table>	<b><u>AGENDA DATE:</u></b> 08/01/2016	<b><u>ITEM NUMBER:</u></b> 14	<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>	<b><u>CONSENT AGENDA:</u></b>		<b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>	<b><u>ATTACHMENTS:</u></b> Yes- bid sheet		<b><u>REVIEWED BY:</u></b> <i>GM</i>	
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<b><u>ATTACHMENTS:</u></b> Yes- bid sheet													
<b><u>REVIEWED BY:</u></b> <i>GM</i>													

**BACKGROUND:**

An invitation to bid on a roll off truck for the Pittsylvania County Landfill was advertised on 06/27/2016 in the Star Tribune. It was also posted on Virginia Business Opportunity website, posted on the County's website and public notice board.

**DISCUSSION:**

Bids were received and publicly opened on Wednesday, July 20, 2016, at 10:00 a.m. We received five bids. The bid tally sheet is attached. Excel Truck Group is the apparent low bidder with a bid price of \$134,456.00.

**RECOMMENDATION:**

Staff recommends that the Board of Supervisors award the bid to Excel Truck Group, at a cost of \$134,456.00. These funds are already appropriated in the 2016/2017 budget in the landfill fund (Line item 310-4-094110-8123000).

**PITTSYLVANIA COUNTY BOARD OF SUPERVISORS  
ROLL OFF TRUCK BID OPENING 7/13/2015**

<b>Vendor</b>	<b>Make &amp; Model Chassis</b>	<b>Hoist Frame</b>	<b>Cover System</b>	<b>Unit Price</b>
Powell's Truck & Equipment	2017 International HX620	Galbreath/U5-OR-174	Pineer RP4500SARG	\$154,736.92
Tom's Truck Sales	2017 Feightliner 114 SD	Galfab- 2017 OR60174S072	Pineer RP4500SARG	\$141,462.00
Worldwide equipment	2017 Volvo VHD64B200	2017 Rudco HRP60	Pineer RP4500SARG	\$141,687.00
Worldwide equipment	2017 Volvo VHD64B200	2017 Rudco HRP60	Pineer RP4500SARG	\$143,378.00
Excel Truck Group	2017 Freightliner 114SD	Galbreath/U5-OR-174	Pineer RP4500SARG	\$134,456.00

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> The Community Foundation of the Dan River Region Agreement / Fundraising for the proposed new County Animal Shelter</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Potential Execution of Animal Shelter Fundraising Agreement</p> <p><b><u>STAFF CONTACT(S):</u></b> Mr. Monday; Mr. Hawker</p>	<p><b><u>AGENDA DATE:</u></b>                      <b><u>ITEM NUMBER:</u></b> 08/01/16                                      15</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>ATTACHMENT:</u></b> 1; Agreement</p> <p><b><u>REVIEWED BY:</u></b> </p>
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**BACKGROUND/DISCUSSION:**

At the last Pittsylvania County Board of Supervisors' (the "BOS") meeting, the BOS directed County Staff to work with partnering with the Community Foundation of the Dan River Region (the "Foundation") related to fundraising for the proposed new County Animal Shelter. Attached please find an Agreement negotiated between the County and the Foundation detailing the terms of said fundraising partnership, allowing for the receipt of and accounting for fundraising contributions to the Foundation by the public to benefit, now and in the future, the County's proposed new Animal Shelter.

**RECOMMENDATION:**

Staff recommends BOS approve execution of the attached Agreement.



541 Loyal Street, Danville, VA 24543 (434) 793-0884 [www.cfdr.org](http://www.cfdr.org)

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between Pittsylvania County ("the County"), and The Community Foundation of the Dan River Region, a Virginia community foundation ("Foundation"), provides as follows:

**WHEREAS**, the County desires to partner with the Foundation to receive and account for fundraising contributions to benefit, now and in the future, the new Pittsylvania County Animal Shelter to be built on Route 29; and

**WHEREAS**, the County wishes the contributions to be added to the existing Pittsylvania Animal Shelter Fund "B" ("Fund"), which is a pass-through fund within the Foundation; and

**WHEREAS**, the Foundation desires to accept any donor's irrevocable gifts on the terms and conditions set forth below:

- 1. Fund Description: The Pittsylvania County Animal Shelter Fund** was previously established by an individual donor in December 2008 on the books of the Foundation. The Fund has an "A" endowed portion and a "B" pass-through portion. The "A" Fund is a designated endowed fund for the benefit of the Pittsylvania County Animal Shelter, to include the assistance with construction of a new shelter. The "B" Fund is a pass-through fund for the same purpose, which the donor has agreed to be used for this fundraising purpose. If funds are not needed for construction of the new shelter to State requirements, the Funds may be accessed for improvements above State requirements at the time of new construction, as approved by County officials. The Funds may also be used for the future modifications to the shelter and grounds for improvements not funded by the County or other governmental or private agencies, as determined by County officials. The Funds may also be used for other purposes to promote animal care, shelter cleanliness, adoption of the maximum number of animals, and general operation of the shelter, where other funding is not available from government or other private sources, as determined by County officials.
- 2. Gift Payments:** Gifts shall be made payable to "The Community Foundation" for the Pittsylvania Animal Shelter Fund. Gifts may be mailed to 541 Loyal Street, Danville, VA 24541 or made online at [www.cfdr.org](http://www.cfdr.org).
- 3. Fund Management:** The Fund shall include the existing assets and any other property that any donor or any other source may later transfer to and be accepted by the Foundation. The Foundation shall invest the Fund appropriately, maintaining liquidity, considering that all of the principal may be distributed at any time for the charitable purpose of the Fund.



**Pittsylvania County Animal Shelter Fundraising Fund Agreement**  
**Page Two**

4. **Charitable Purpose:** The charitable purpose of the Fund is to provide assistance to Pittsylvania County with enhancements and possible expansions to the new Pittsylvania County Animal Shelter being constructed on Route 29. The new shelter will provide significant improvements for the care of unclaimed dogs and cats as well more visible and easier access for area citizens interested in adoption.
5. **Project Term:** If this charitable purpose is not achieved and completed within ten years from the date of this document, the Foundation, in its sole discretion, may award the Fund to another organization in keeping with the mission of this project. The Foundation has no responsibility for the nature of the design, construction, installation or maintenance; its mission being limited to receiving and disbursing funds as herein stated.
6. **Foundation Property and Control:** The Fund is to be a component fund of the Foundation subject to the Foundation's governing instruments and not a separate trust. Nothing in this agreement will affect the status of the Foundation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and as an organization that is not a private foundation within the meaning of Section 509(a) of the Code.
7. **Advisors:** Advisors to the Fund shall include up to three representatives named by Pittsylvania County. The advisors can recommend distributions from the Fund, in writing, to the Foundation. No advisor or other person can receive any tangible benefit or privilege. No distributions shall be used to discharge or satisfy a legally enforceable obligation of any person.
8. **Grant Distributions:** All grant distributions from the Fund shall be payable to Pittsylvania County and shall be subject to final approval by the Foundation. Pittsylvania County will provide information, as requested by the Foundation, to support the use of the Fund for the charitable purpose. Failure to provide reasonable information in a timely manner may delay or prohibit distributions.
9. **Fundraising:** The Fund may not be used to host special events, such as golf tournaments, dinners, raffles, or other such fundraisers. However, the Foundation encourages gifts to the Fund from the net proceeds of such events or directly from other donors who have not received dinners, tickets or other benefits or services.
10. **Additions to the Fund** shall be available for disbursement no earlier than 30 days from the date of the deposit.
11. **Administrative Fee:** The Foundation shall charge an administrative fee according to the Special Project Fund Fee Schedule, attached hereto and received by the County. Any interest earned on the account shall accrue to the Foundation.
12. **Foundation Oversight:** It is understood and agreed that the Fund therein shall be administered by the Foundation, subject to its Articles of Incorporation, Schedule of Fees, and By-Laws, as amended from time to time. The Board of Directors of the Foundation shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to a specified organization, if, in the sole judgment of the Board, such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community served.

**Pittsylvania County Animal Shelter Fundraising Fund Agreement  
Page Three**

**NOW, THEREFORE**, in consideration of the mutual covenants herein, the County agrees partner with the Foundation to receive and account for fundraising contributions to benefit, now and in the future, the new Pittsylvania County Animal Shelter to be built on Route 29.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Clarence Monday, Administrator, Pittsylvania County

APPROVED AS TO FORM  
*JVH*  
\_\_\_\_\_  
J. VADEN HUNT, ESQ.  
ATTORNEY, PITTSYLVANIA COUNTY

Gratefully accepted for The Community Foundation of the Dan River Region

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra L. Dodson, Executive Director



541 Loyal Street, Danville, VA 24543 (434) 793-0884 www.cfdr.org

## Special Project Fund Fee Schedule

The Community Foundation of the Dan River Region shall administer Special Project Funds by approval of the Board of Directors or its President only.

The Foundation is pleased to provide this Special Project Fund service to facilitate community philanthropy. However, the Foundation is a charitable organization itself and is financially supported through numerous sources, none of which is for the costs associated with processing Special Project Funds. Therefore, each Special Project Fund must pay its own expenses, including the time of the Foundation staff.

Basic Fund Administrative includes:

- Gift processing – Acknowledgement in writing of gifts of \$250 or more per IRS requirements, tracking all additions to the Fund for historical purposes and banking transactions. Acknowledgement of gifts less than \$250 is negotiable.
- One statement per quarter on the Fund's status, summarizing beginning balance, all additional gifts, any disbursements or fees, and ending balance.
- Grants for the Charitable Purpose available at least once per quarter. Requests for grant funds should be submitted to the Foundation office with full documentation by the 1<sup>st</sup> of March, June, September, December.

Administrative Fees shall be calculated and collected by the Foundation from the Fund, as follows:

- A 5% fee will be deducted upon receipt of each gift.
- All income on accounts will be accrued by the Foundation.
- All actual expenses (postage, unusual bank charges, etc.) will be passed along to the Fund.

Received and agreed to by:

\_\_\_\_\_  
Clarence Monday, Administrator

\_\_\_\_\_  
Date

Pittsylvania County

APPROVED AS TO FORM

*JH*

\_\_\_\_\_  
J. VADEN HUNT, ESQ.  
ATTORNEY, PITTSYLVANIA COUNTY

**PITTSYLVANIA COUNTY  
EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> VDOT Smart Scale (HB2) Project Applications</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Discussion of proposed highway projects to be submitted to VDOT under Smart Scale application process</p> <p><b><u>STAFF CONTACT(S):</u></b>  Mr. Monday Mr. Sides</p>	<p><b><u>AGENDA DATE:</u></b> 08-01-2016</p> <p><b><u>ACTION:</u></b> Yes</p> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b> YES</p> <p><b><u>REVIEWED BY:</u></b> <i>GLS</i></p>	<p><b><u>ITEM NUMBER:</u></b> 16</p> <p><b><u>INFORMATION:</u></b></p>
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**BACKGROUND:**

The Virginia Department of Transportation (VDOT) has developed a project prioritization system based on General Assembly legislation previously referred to as HB2, for House Bill number 2. The program is now in its second year and is now referred to as the Smart Scale program. Local governments and Planning District Commissions can submit applications for highway related projects that address needs identified in a long range statewide multi-modal plan known as VTRANS2040. Applicants must submit a Notice of Intent to VDOT, specifying the projects they intend to submit, by August 15, 2016. Completed applications are due by September 30, 2016. VDOT staff is working closely with applicants to help identify suitable projects and to advise on local prioritization.

**DISCUSSION:**

VDOT staff held a worksession with the Board of Supervisors on May 2, 2016. Last year's applications were discussed and guidance was solicited for the next round of applications. Since that meeting, County staff has met with staff from VDOT and the West Piedmont Planning District Commission to further discuss potential projects. VDOT has advised that there will be less funding available for this round of applications and that there have been some changes to the types of projects that an MPO can apply for. Based on these discussions, and the Board's prior input, the recommended projects are:

- Wards Road Improvements (Route 640)
- Intersection Improvements at Vaden Drive (Route 40) and McBride Lane in Gretna.
- Berry Hill Road Widening (Route 311)

In addition to these projects to be submitted by Pittsylvania County, the West Piedmont Planning District Commission, on behalf of the Danville Pittsylvania Metropolitan Planning Organization (MPO), is considering potential eligible projects.

**RECOMMENDATION:**

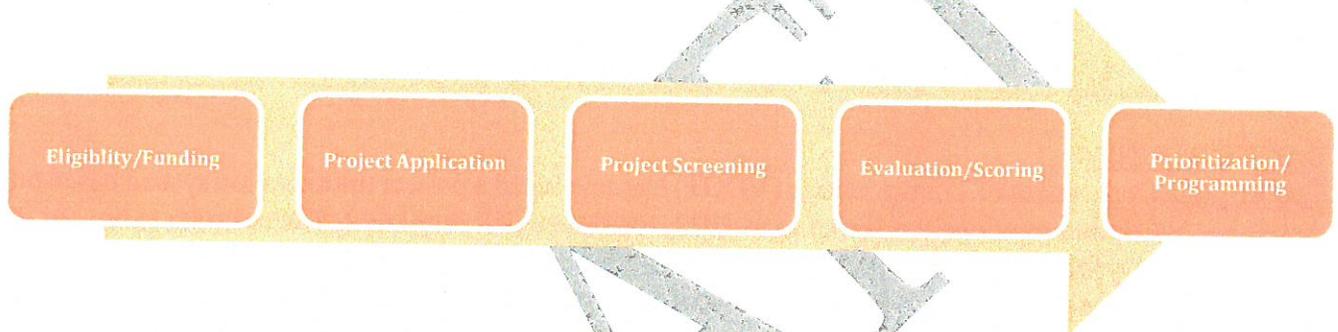
At this time, this discussion is for the purpose of developing the Notice of Intent. If the Board supports these projects, The Notice will be submitted. The applications and any required resolutions will come back to the Board for approval.

## What is Smart Scale?

Virginia’s Smart Scale (§33.2-214.1) is about picking the right transportation projects for funding and ensuring the best use of limited tax dollars. Transportation projects are scored based on an objective, outcome-based process that is transparent to the public and allows decision-makers to be held accountable to taxpayers. Once projects are scored and prioritized, the Commonwealth Transportation Board (CTB) has the best information possible to select the right projects for funding.

## Smart Scale Process

Virginia’s Smart Scale Process includes five overarching steps, as identified in the figure below. The preliminary step requires project sponsors to determine their eligibility prior to beginning the Smart Scale applications process. The final step in the prioritization process includes allocating funds to selected projects.



## Program Funding

Funding for project prioritization comes from two main pathways – the construction District Grants Program (DGP) and the High-Priority Projects Program (HPPP) – both established in 2015 under the Code of Virginia §33.2-358. Projects applying for the DGP funds compete with other projects from the same construction district. Projects applying for HPP funds compete with projects from across the Commonwealth. A project sponsor may request funding under both programs based on their eligibility as defined below.

	High Priority Projects Program	Construction District Grant Program*
Capacity Need on Corridors of Statewide Significance	Yes	Yes
Capacity Need on Regional Networks	Yes	Yes
Improvement to Support Urban Development Areas	No	Yes

\* Only projects submitted by localities are eligible. Projects addressing a safety need identified in VTrans2040 are also eligible under the construction District Grant Program.

Certain fund types are not distributed through the project prioritization process, but may be used as a matching fund to the project to leverage and reduce the amount of Smart Scale funds needed. They include but are not limited to: Congestion Mitigation and Air Quality Funding (CMAQ), Regional Surface Transportation Program Funds (RSTP), Revenue Sharing, Transportation Alternatives Program, Highway Safety Improvement Program and Other Safety Program Funds, Northern Virginia and Hampton Roads Regional Funding, Tele-fees and Unpaved Road Funds, Dedicated Bridge Program Funds (through FY2020), and State of Good Repair.

## Applicant Eligibility

Smart Scale projects may be submitted by regional entities including Metropolitan Planning Organizations (MPOs) and Planning District Commissions (PDCs), along with public transit agencies; counties; and cities and towns that maintain their own infrastructure. Though all of these entities may submit projects, there are limitations on the grant program to which they can apply and the types of projects they can submit, detailed in the tables below. By majority vote of the CTB, the CTB may choose to submit up to two projects for funding for each application cycle. Applications for funding through Smart Scale must relate to projects located within the boundaries of the qualifying entity.

Project Type	Regional Entity (MPOs, PDCs)	Locality* (Counties, Cities, and Towns)	Public Transit Agencies
Corridor of Statewide Significance	Yes	Yes, with a resolution of support from relevant regional entity	Yes, with a resolution of support from relevant regional entity
Regional Network	Yes	Yes	Yes, with a resolution of support from relevant regional entity
Urban Development Area	No	Yes	No

\*Localities are also eligible to submit projects addressing a safety need identified in VTrans2040 under the construction District Grant Program.

Project Types Included within Smart Scale (Capacity and Operational Improvements only)	Project Types Excluded from Smart Scale
<b>Highway Improvements</b> (Widening, Operational Improvements, Access Management, Intelligent Transportation Systems, Technology Operational Improvements)	<b>Asset Management</b> (Bridge repair/replacement, Pavement repair/replacement, Guardrail replacement)*
<b>Transit And Rail Capacity Expansion</b>	
<b>Bicycle and Pedestrian Improvements</b>	
<b>Transportation Demand Management</b> (Park & Ride facilities)	

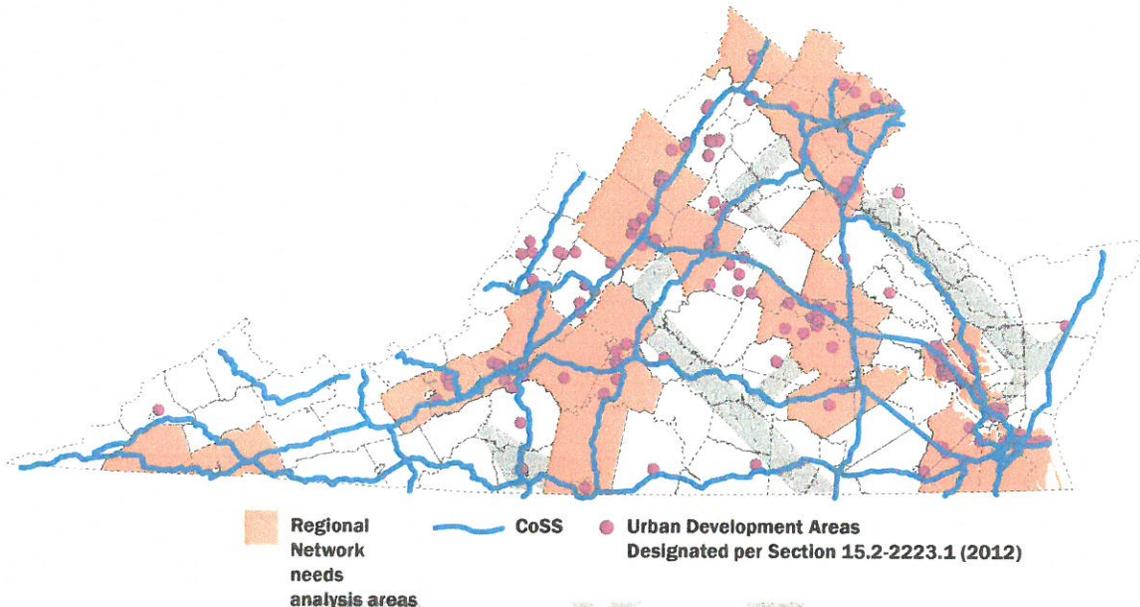
\* Asset Management projects not eligible for funding through Smart Scale may be eligible for funding under the State of Good Repair program as required by the Code of Virginia §33.2-369.

## Project Screening

A project application for funds from the HPPP or the construction DGP must meet an identified need in the Commonwealth's long-range transportation plan - VTrans2040. This plan evaluates the Commonwealth's needs at four scales focused on key travel markets and safety needs. Submitted projects must meet a need identified under one or more of the following categories:

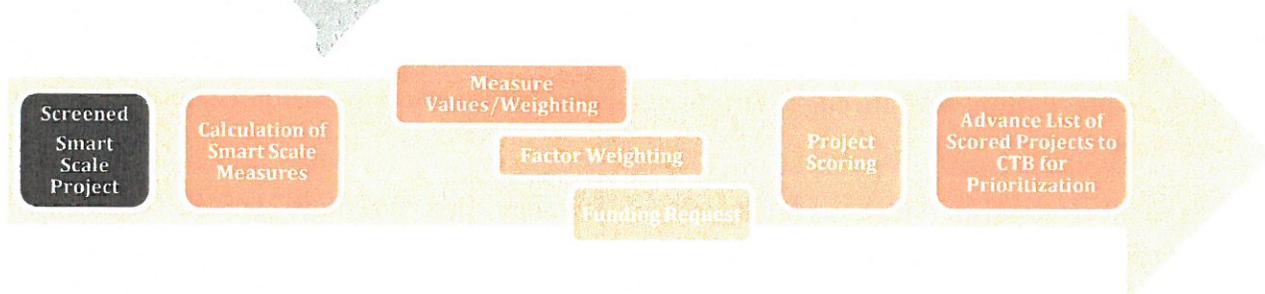
1. Corridors of Statewide Significance (CoSS) – Key multimodal travel corridors that move people and goods within and through Virginia, serving primarily long-distance/inter-regional travel markets
2. Regional Networks (RN) – Multimodal networks that facilitate travel within urbanized areas/intra-regional travel markets

3. Urban Development Areas (UDA) – Areas where jurisdictions intend to concentrate future population growth and development consistent with the UDA section within the Code of Virginia (§ 15.2-2223.1); local activity center markets
4. Transportation Safety Needs – Statewide safety needs identified in VTrans2040



### Project Evaluation and Scoring

Once it has been determined that a project meets an identified need and project information has been validated to confirm project eligibility and sufficient and consistent information to calculate project benefits, the project is evaluated and scored. A scoring evaluation team takes the project and begins collecting additional data required for evaluating each of the five factors required by §33.2-214.1 and a sixth factor in areas greater than 200,000 in population required by Chapter 726 of 2014 Virginia Acts of Assembly. After the data has been collected for each project sufficient to evaluate each factor, factor scores are calculated and weighted according to the area type where the project is located. After factor scores have been weighted and summed, the Final Score is determined by dividing the total factor score by the amount of funding being requested through Smart Scale. Projects are then ranked and provided to the CTB for funding consideration.



Smart Scale utilizes evaluation measures that quantify the benefits of each project for six factor areas, detailed in the table below.

Factor Areas	Measure ID	Measures
Safety	S.1	Equivalent Property Damage of Fatal and Injury Crashes (50%)
	S.2	Equivalent Property Damage Rate of Fatal and Injury Crashes (50%)
Congestion Mitigation	C.1	Person Throughput (50%)
	C.2	Person Hours of Delay (50%)
Accessibility	A.1	Access to Jobs (60%)
	A.2	Access to Jobs for Disadvantaged Populations (20%)
	A.3	Access to Multimodal Choices (20%)
Environmental Quality	E.1	Air Quality and Environmental Effect (50%)
	E.2	Impact to Natural and Cultural Resources (50%)
Economic Development	ED.1	Project Support for Economic Development (60%)
	ED.2	Intermodal Access (20%)
	ED.3	Travel Time Reliability (20%)
* Land Use	L.1	Transportation-Efficient Land Use (100%)

\* For MPO areas over 200,000 in population

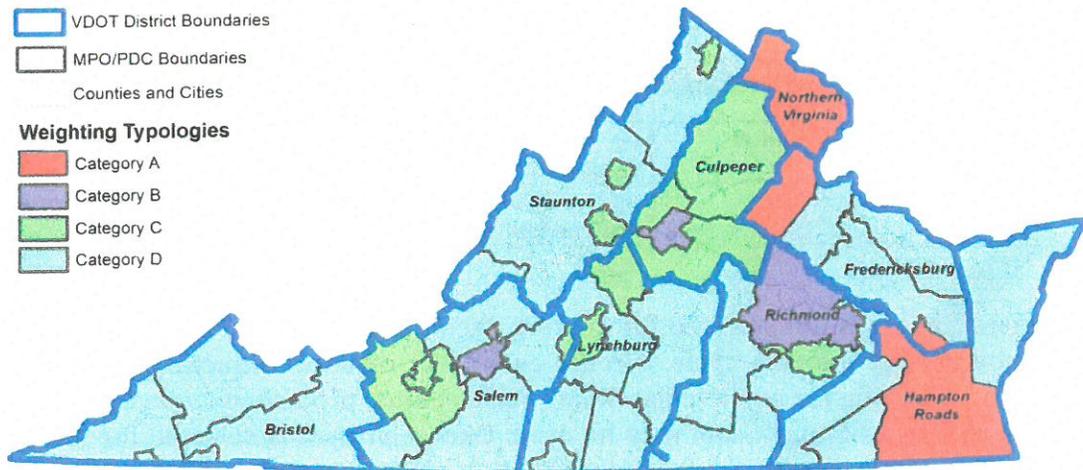
Four area weighting typologies were established based on an analysis of transportation, land use, and demographic indicators to facilitate evaluation of each project's benefit on a scale relative to the needs of that region as compared across the Commonwealth. For projects that cross multiple typology boundaries, the project shall use the weighting associated with the typology for which the majority of the project is located. The weighting typologies are shown below.

### Legend

-  VDOT District Boundaries
-  MPO/PDC Boundaries
-  Counties and Cities

### Weighting Typologies

-  Category A
-  Category B
-  Category C
-  Category D



Factor	Congestion Mitigation	Economic Development	Accessibility	Safety	Environmental Quality	Land Use
Category A	45%	5%	15%	5%	10%	20%
Category B	15%	20%	25%	20%	10%	10%
Category C	15%	25%	25%	25%	10%	-
Category D	10%	35%	15%	30%	10%	-

## CTB Prioritization and Programming

For each Smart Scale cycle, the screening and scoring results are presented to the CTB and the public. The CTB provides guidance on program development, and staff develops a draft Six-Year Improvement Program (SYIP) based on CTB direction and the Smart Scale scoring results. A public comment period allows the public to comment on the draft SYIP, including the scoring results for individual projects. The CTB takes into account public comments regarding the draft SYIP, ultimately approving the final SYIP for implementation by July 1.



In general, once a project has been screened, scored, and selected for funding by the CTB, it will be fully funded and remain in the SYIP as a funding priority. Re-evaluation of a project score and funding decision may be needed if there are significant changes in the scope or cost (exceeding a sliding scale, below) to ensure the original intent/benefit of the scored projects and the CTB’s allocation decision. A project may also be re-evaluated if there is a significant reduction in the locally/regionally leveraged funds available for the project. In such cases, CTB action is required to confirm the commitment to funding the project.

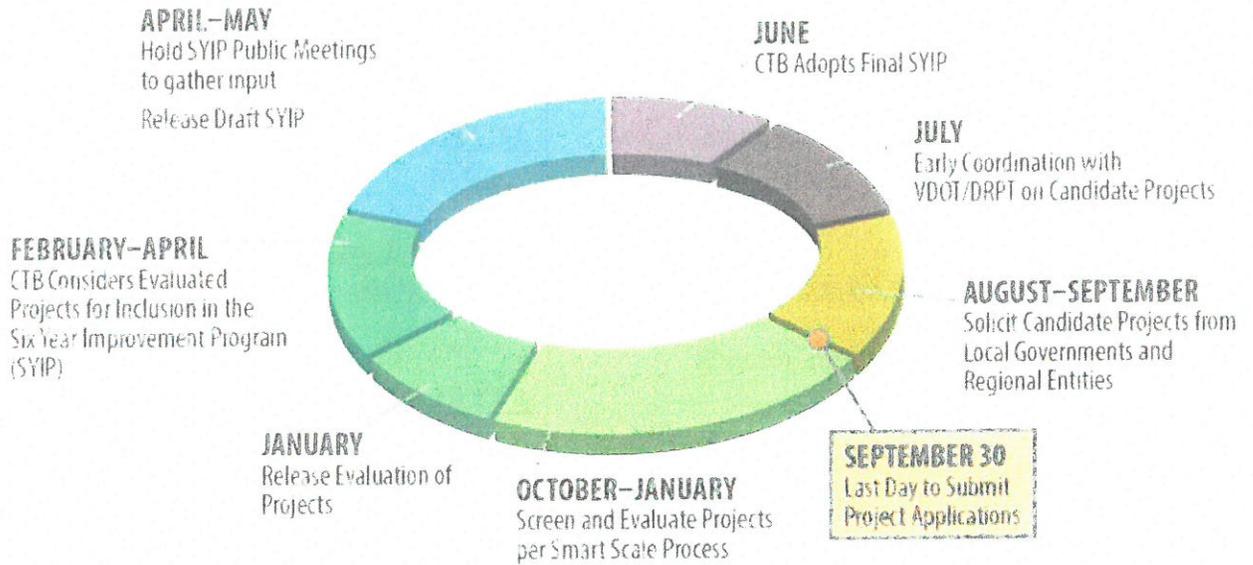
Total Cost Estimate	Threshold
<\$5 million	up to a 20% increase in Smart Scale funding requested
\$5 million to \$10 million	up to a \$1 million increase in Smart Scale funding requested
>\$10 million	up to a 10% increase in total allocations up to a maximum of \$5 million in Smart Scale funding requested

If a submitted project is not selected for funding during a cycle, the CTB will allow eligible entities to re-submit the project the next cycle. In the event that revenue reductions decrease the amount of actual funding available for a particular Smart Scale cohort, projects may be delayed and or revenues from future rounds of Smart Scale may be used. Once a project is selected for funding, it cannot be resubmitted to address cost increases or loss of other sources of funding.

## Smart Scale Biennial Schedule

For each Smart Scale cycle, projects must be submitted by September 30<sup>th</sup> of the calendar year. Prior to submittal, all project sponsors are encouraged to coordinate with their local VDOT and DRPT representatives. Once all projects have been submitted, evaluation teams work through December to screen and score all projects and provide project rankings to the CTB in January. The results of the screening and analysis of candidate projects are made public no later than 30 days prior to the CTB voting on the projects. To ensure sufficient funding will be available to fully fund selected projects, the

Smart Scale cycle will transition to a bi-annual process beginning in 2016 and allocate funding anticipated to be available in Fiscal Years 2022 and 2023.



## More Questions?

Visit <http://vasmartscale.org/> for more information about the project prioritization process and upcoming important dates.

DRAFT

**PITTSYLVANIA COUNTY**  
**Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b>  Expenditure Refunds for July 2016-<i>Requires a Roll Call Vote.</i></p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b>  Budget Amendment for expenditure refunds</p> <p><b><u>STAFF CONTACT(S):</u></b>  Monday, VanDerHyde</p>	<p><b><u>AGENDA DATE:</u></b>  8-01-16</p> <p><b><u>ACTION:</u></b>  Yes</p> <p><b><u>CONSENT AGENDA:</u></b>  <b><u>ACTION:</u></b></p> <p><b><u>ATTACHMENTS:</u></b>  Expenditures Refunds Memo</p> <p><b><u>REVIEWED BY:</u></b> </p>
<p><b><u>ITEM NUMBER:</u></b>  17</p> <p><b><u>INFORMATION:</u></b></p> <p><b><u>INFORMATION:</u></b></p>	

**BACKGROUND:**

**DISCUSSION:**

Attached is a list of expenditure refunds for the month of July 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 \$4,790.92 as follows: \$100.00 to Clerk of Court-Copier Lease (100-4-021600-60051), \$500.00 to Sheriff-Printing (100-4-031200-3500), \$100.00 to Sheriff-Office Supplies (100-4-031200-6001), \$50.00 to Sheriff-Undercover (100-4-031200-6024), \$2,341.95 to Sheriff-Parts (100-4-031200-6030), \$469.20 to Sheriff-Labor (100-4-031200-6031), \$35.75 to Extradition (100-4-033100-5550), \$29.00 to Jail-Food Supplies (100-4-033100-6002), \$14.33 to Solid Waste Disposal-Telephone (100-4-042400-5230), \$100.00 to Library-Travel (100-4-073100-5500), \$916.69 Library-Office Supplies (100-4-073100-6001), \$134.00 to Farmer's Market Operations (100-4-082500-6014). THIS ITEM REQUIRES A ROLL CALL VOTE.

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   
Finance Director

SUBJECT: July Expenditure Refunds

DATE: July 29, 2016

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

100-4-021600-60051	Clerk of Court-Copier Lease Reimbursement	100.00
100-4-031200-3500	Sheriff-Printing VA Rules Camp Contribution	500.00
100-4-031200-6001	Sheriff-Office Supplies VA Rules Camp Contribution	100.00
100-4-031200-6024	Sheriff-Undercover Restitution	50.00
100-4-031200-6030	Sheriff-Parts Insurance Claim	2,341.95
100-4-031200-6031	Sheriff-Labor Insurance Claim	469.20
100-4-033100-5550	Extradition	35.75
100-4-033100-6002	Jail-Food Supplies Reimbursement for Food	29.00
100-4-042400-5230	SW Disposal-Telephone Telephone Reimbursement	14.33

<b>100-4-073100-5500</b>	<b>Library-Travel Reimbursement</b>	<b>100.00</b>
<b>100-4-073100-6001</b>	<b>Library-Office Supplies Donation</b>	<b>916.69</b>
<b>100-4-082500-6014</b>	<b>Farmer's Market Operations Vendor's Fees (100-3-000000-189918)</b>	<b>134.00</b>
<b>TOTAL JULY EXPENDITURE REFUNDS</b>		<b>\$4,790.92</b>

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> 2016 Year-End Budget Amendments-<i>Requires a motion and a 10-day layover</i></p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> 2016 Year-End Transfers and/or Appropriations</p> <p><b><u>STAFF CONTACT(S):</u></b> Monday, VanDerHyde</p>	<table border="0"> <tr> <td data-bbox="885 388 1266 504"> <p><b><u>AGENDA DATE:</u></b> 8-01-16</p> </td> <td data-bbox="1266 388 1549 504"> <p><b><u>ITEM NUMBER:</u></b> 18</p> </td> </tr> <tr> <td data-bbox="885 504 1266 619"> <p><b><u>ACTION:</u></b> Yes</p> </td> <td data-bbox="1266 504 1549 619"> <p><b><u>INFORMATION:</u></b></p> </td> </tr> <tr> <td data-bbox="885 619 1266 735"> <p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p> </td> <td data-bbox="1266 619 1549 735"> <p><b><u>INFORMATION:</u></b></p> </td> </tr> <tr> <td colspan="2" data-bbox="885 735 1549 913"> <p><b><u>ATTACHMENTS:</u></b> 2016 Year-End Amendment List Schools' 2015-2016 Categorical Changes</p> </td> </tr> <tr> <td colspan="2" data-bbox="885 913 1549 966"> <p><b><u>REVIEWED BY:</u></b> <i>GMS</i></p> </td> </tr> </table>	<p><b><u>AGENDA DATE:</u></b> 8-01-16</p>	<p><b><u>ITEM NUMBER:</u></b> 18</p>	<p><b><u>ACTION:</u></b> Yes</p>	<p><b><u>INFORMATION:</u></b></p>	<p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p>	<p><b><u>INFORMATION:</u></b></p>	<p><b><u>ATTACHMENTS:</u></b> 2016 Year-End Amendment List Schools' 2015-2016 Categorical Changes</p>		<p><b><u>REVIEWED BY:</u></b> <i>GMS</i></p>	
<p><b><u>AGENDA DATE:</u></b> 8-01-16</p>	<p><b><u>ITEM NUMBER:</u></b> 18</p>										
<p><b><u>ACTION:</u></b> Yes</p>	<p><b><u>INFORMATION:</u></b></p>										
<p><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></p>	<p><b><u>INFORMATION:</u></b></p>										
<p><b><u>ATTACHMENTS:</u></b> 2016 Year-End Amendment List Schools' 2015-2016 Categorical Changes</p>											
<p><b><u>REVIEWED BY:</u></b> <i>GMS</i></p>											

**BACKGROUND:**

**DISCUSSION:**

After carefully reviewing the financial status of County Departments for fiscal year 2015-2016, several items need to be transferred and/or appropriated to either eliminate bottom line deficits in these departments or to provide funding for the upcoming budget year. The departments affected are: Sheriff, Animal Control, Non-departmental, State Restricted Seizure Fund-Sheriff, Landfill and Schools. The attached listing shows the amount needed/requested and the reason for the need/request. This list also contains suggested appropriations for year-end as well as the categorical changes requested by the School Board. Attached is a list of these transfers and appropriations.

**RECOMMENDATION:**

Staff recommends that the Board appropriate a total of \$254,646.93 and approve transfers of \$137,041.92 for a grand total adjustment of \$391,688.85 as discussed on the attached listing. These items will be adjusted in the FY 2016 budget. THIS ITEM REQUIRES A MOTION AND A 10-DAY LAYOVER.



**PITTSYLVANIA COUNTY SCHOOLS**  
P.O. Box 232 • 39 Bank Street S.E. • Chatham, Virginia 24531

**Dr. Mark R. Jones**  
Division Superintendent

July 19, 2016

Clarence C. Monday, County Administrator  
Pittsylvania County Board of Supervisors  
P. O. Box 426  
Chatham, VA 24531

Mr. Monday:

Attached please find the FY 2015-2016 Categorical Budget breakdown with adjustments. Transfers are required between all categories to cover actual operating expenses and carryovers for the fiscal year. This document also contains necessary budget amendments for the regular School fund and the School Nutrition Program. These amendments are for additional revenues received during FY 2015-16 over and above the original approved budgets. We ask the Board of Supervisors to adjust the FY 2015-2016 budget categories accordingly and to amend the FY 15-16 School and School Nutrition budgets and appropriate the additional funds. Thank you for your attention on this matter.

Sincerely,

Dr. Mark R. Jones.  
Division Superintendent

**Budget Adjustments and Categorical Transfer for FY 2015-16:**

**Budget Adjustments approved by Board of Supervisors:**

June 30, 2015 Carryover  
 Approved September 8, 2015 by BOS

\$1,184,156.49

**Additional Appropriation for FY 15-16 to be approved by BOS:**

DRF Grant  
 Other Misc. Grants  
 Total School Amendment

\$50,000.00  
 \$9,106.80

\$59,106.80

Total Budget Adjustments for FY 15-16

\$1,243,263.29

**2015-2016 Categorical Budget**

Categories	Original	Carryover	Additional Appropriation	Adjusted Budget	Yr-End Categorical Transfer	Final Adjusted Budget
Instruction	61,238,430.00	983,090.72	59,106.80	62,280,627.52	-1,257,745.23	61,022,882.29
Attendance/Health Services (General Support)	3,219,621.00	0.00	0.00	3,219,621.00	197,324.76	3,416,945.76
Pupil Transportation	6,123,227.00	0.00	0.00	6,123,227.00	173,579.89	6,296,806.89
Operation and Maintenance	7,980,840.00	201,065.77	0.00	8,181,905.77	825,848.42	9,007,754.19
Non-Instructional Operations	3,256,106.00	0.00	0.00	3,256,106.00	183,815.64	3,439,921.64
Facilities	0.00	0.00	0.00	0.00	0.00	0.00
Technology	2,680,779.00	0.00	0.00	2,680,779.00	-122,823.48	2,557,955.52
<b>Total</b>	<b>84,499,003.00</b>	<b>1,184,156.49</b>	<b>59,106.80</b>	<b>85,742,266.29</b>	<b>0.00</b>	<b>85,742,266.29</b>

**Additional Appropriation for School Nutrition for FY 15-16:**

Fresh, Fruits and Vegetable Grant  
 Additional Federal Reimbursement

\$34,832.49  
 \$36,298.31

Total School Nutrition Amendment for FY 15-16

\$71,130.80

Pittsylvania County  
FY 2016 Year-End Budget Amendments

Department	Line Items Providing Funds	Line Item Description	Amount of Transfer/Appropriation	Reason for Transfer/Appropriation	2016 Expense Line Item	Amount of Transfer/Appropriation
<b>INTERDEPARTMENTAL TRANSFERS/APPROPRIATIONS</b>						
Sheriff	100-4-031200-6008	Fuels-Vehicle	26,541.92 TRANSFER	The Sheriff made renovations to the Moses Building which surpassed the Moses Renovation Line Item. The Sheriff has agreed to use funds from his 2016 operating budget to cover these costs.	310-4-094150-818127	26,541.92
Animal Control	100-4-035100 (various line items)	Animal Control Budget	80,500.00 TRANSFER	Animal Control ended FY 2016 with a surplus. In order to have some funds available as we begin construction of the new animal shelter, staff recommends these funds be moved to the Capital Improvements Fund.	310-4-094130-81481	80,500.00
Non-departmental	100-4-091200-8102	Capital Outlay-Contingency	30,000.00 TRANSFER	This amount was included in the FY 2016 for capital purchases approved by the BOS. It was not used in FY 2016. Staff recommends that this amount be moved to the Capital Improvements Fund for construction of the Animal Shelter.	310-4-094130-81481	30,000.00
State Restricted Seizure Fund-Sheriff	241-3-000000-410501	St. Restricted Seizure Funds	55,129.70 APPROPRIATION	This appropriation of funds is needed to cover the budgetary shortage in the State Restricted Seizure Fund. Monies exist in the fund to cover this shortage	241-4-031700-5830 (\$39,724.85) & 4-031700-6010 (\$15,404.85)	55,129.70

Pittsylvania County  
FY 2016 Year-End Budget Amendments

Landfill	100-1-000000-000000	Landfill Cash	69,279.63	This amount needs to be transferred from the General Fund to zero out the Landfill Fund. This deficit was due to the elimination of the Solid Waste Household Fee. An additional \$288,410.52 will need to be approved in the FY 2017 to cover on-going Landfill Capital Projects.	520-1-000000-000000	69,279.63
			<b>APPROPRIATION</b>			
Schools	205-3-000000-240264	Schools-Additional Appropriation	59,106.80	This amount needs to be appropriated to the School fund. This figure represents two grants that the School Board received during FY 2016 that have not been previously appropriated. See attached letter from the School Board.	205-4-061000-1120	59,106.80
			<b>APPROPRIATION</b>			
School Nutrition	207-3-000000-161204	School Nutrition-Additional Appropriation	71,130.80	This amount needs to be appropriated to the School fund. This figure represents two grants that the School Board received during FY 2016 that have not been previously appropriated. See attached letter from the School Board.	207-4-065100-5700 (\$17,373.61) & 207-4-065100-3179 (\$53,757.19)	71,130.80
			<b>APPROPRIATION</b>			
Schools	205	School Transfers		Year-End Categorical Changes- See Attached Letter from the School Board	205-4-061000-1120 (Instruction) 205-4-062000-1800 (General Support) 205-4-063000-3400 (Pupil Transport) 205-4-064000-3300 (Maintenance) 205-4-065000-3179 (Non-Instructional) 205-4-067000-5700 (Technology)	(1,257,745.23) 197,324.76 173,579.89 825,848.42 183,815.64 (122,823.48)
			<b>254,646.93</b>			<b>254,646.93</b>
			<b>137,041.92</b>			<b>137,041.92</b>
			<b>391,688.85</b>			<b>391,688.85</b>
			<b>TOTAL APPROPRIATION</b>			
			<b>TOTAL TRANSFERS</b>			
			<b>TOTAL APPROPRIATION/TRANSFERS</b>			

# PITTSYLVANIA COUNTY

## EXECUTIVE SUMMARY

<b><u>AGENDA TITLE:</u></b> Request for Public Hearing – Amendment to Pittsylvania County Zoning Ordinance to include solar energy facilities	<b><u>AGENDA DATE:</u></b> 08-01-2016	<b><u>ITEM NUMBER:</u></b> 19
<b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Discussion of schedule for public hearing requirements associated with a zoning ordinance amendment to regulate solar energy facilities.	<b><u>ACTION:</u></b> Yes	<b><u>INFORMATION:</u></b>
<b><u>STAFF CONTACT(S):</u></b>  Mr. Monday Mr. Sides	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>  <b><u>INFORMATION:</u></b>	
	<b><u>ATTACHMENTS:</u></b> Yes	
	<b><u>REVIEWED BY:</u></b> 	

### **BACKGROUND:**

The Legislative Committee of the Pittsylvania County Board of Supervisors requested that staff prepare and submit a document to regulate the review and permitting of solar energy facilities in the County. A draft document was presented at the July 19, 2016 meeting of the Legislative Committee that proposed a section regulating solar energy be added to the Pittsylvania County Zoning Ordinance, under the Supplementary Regulation section. The draft document included all the allowable regulatory design and permitting criteria authorized to local governments by the Code of Virginia.

### **DISCUSSION:**

At the July 19, 2016 meeting, the Board asked that the request for scheduling a Public Hearing be included on the agenda for the August 1, 2016 meeting. Staff was directed to include any necessary revisions in the proposed document. The standard procedure for zoning ordinance amendments is that the governing body would refer the proposed amendment to the Planning Commission for its recommendations. Included in this process is a Public Hearing by the Planning Commission, followed by its recommendation to the governing body. The governing body would then hold at least one public hearing before approving and adopting the zoning ordinance amendment.

### **RECOMMENDATION:**

If the Board supports regulating solar energy facilities through an amendment to the Pittsylvania County Zoning Ordinance, then the Board should by motion refer the proposed amendment to the Planning Commission with a request to review and schedule a Public Hearing, and report its recommendation to the Board.

## **Pittsylvania County Zoning Ordinance Article I, Division 3 Definitions**

**Solar energy facility, large-scale:** A private solar energy conversion system, whose primary purpose is to produce power for commercial and industrial applications, consisting of photovoltaic panels, support structures, and associated control, conversion, and transmission hardware which has the rated capacity to produce more than 25 kilowatts (kW) of electrical power and which has a total site area of five (5) acres or less.

**Solar energy facility, small system:** A private solar energy conversion system, whose primary purpose is to produce power for residential applications, consisting of photovoltaic panels, support structures, and associated control, conversion, and transmission hardware which has the rated capacity to produce not more than 25 kilowatts (kW) of electrical power.

**Solar energy facility, utility-scale:** An energy conversion system, whose primary purpose is to produce power for consumption by a utility provider, consisting of photovoltaic panels, support structures, and associated control, conversion, and transmission hardware which has a total site area of more than five (5) acres.

## **Pittsylvania County Zoning Ordinance Article II, Division 4, Supplementary Regulations**

### **Sec. 35-141 Solar Energy Facilities.**

The following guidelines are intended to promote and regulate the development of solar energy facilities in Pittsylvania County while protecting the public health, safety and general welfare of the community.

#### **Sec. 35-141(A) Small Solar Energy Facilities**

Small solar energy facilities shall be a Permitted Use in all zoning districts:

1. Roof-mounted small solar energy facilities may be mounted on a principal building or an accessory building but shall not exceed the maximum building height requirements for the zoning district in which they are located and shall not be more than three (3) feet higher than the finished roof to which it is mounted. These facilities shall meet the building setback requirements for the structures to which they are affixed and shall not extend beyond the exterior perimeter of the structure roof.
2. Ground-mounted small solar energy facilities shall meet the minimum setbacks for principal or accessory structures in the zoning districts which they are located. The maximum height of these facilities shall be 15 feet as measured from the grade or base of the facility to its highest point.
3. All small solar energy facilities shall be configured to avoid glare and heat transference to adjacent properties.

4. All small solar energy facilities shall utilize components which have a UL listing or equivalent and fully comply with all applicable building and electrical codes, and shall not generate or create electrical interruptions or interference with existing electrical or electronic uses.

#### **Sec. 35-141(B) Large Scale Solar Energy Facilities**

1. Roof-mounted large-scale solar energy facilities shall be a Permitted Use in all zoning districts when affixed to the roof of an existing or properly permitted commercial, governmental, industrial, or institutional building. These facilities shall meet the building setback requirements for the structures to which they are affixed and shall meet all design requirements specified for small solar energy facilities.
2. Ground-mounted large-scale solar energy facilities shall be a Permitted Use in the M-1 Industrial District, Light Industry zoning district and the M-2 Industrial District, Heavy Industry zoning district, and by Special Use Permit in all other zoning districts.

#### **Sec. 35-141(C) Utility Scale Solar Energy Facility**

Utility-scale solar energy facilities shall be by Special Use Permit in the M-1 Industrial District, Light Industry zoning district and the M-2 Industrial District, Heavy Industry zoning district, and in the A-1 Agricultural zoning district.

#### **Sec. 35-141(D) Permitting Requirements for Large and Utility Scale Solar Energy Facilities**

In addition to the requirements of Article V, Division 4 (Site Development Plans) and, where applicable, Article V, Division 3 (Special Use Permits ) of Chapter 35, Pittsylvania County Zoning Ordinance, the following documents and information must be provided for review and approval of large- and utility-scale solar energy facilities:

1. A narrative identifying the applicant, owner, and operator, and describing the proposed solar energy project, including: an overview of the project and its location, approximate rated capacity of the solar energy project, the approximate number, representative types and expected footprint of solar equipment to be constructed, and a description of ancillary facilities, if applicable;
2. Project site development and landscape plans demonstrating that the solar project minimizes impacts on the visual character of an existing public right-of-way (ROW) or historic properties listed on the Virginia Landmarks Register, or the National Register of Historic Places.
3. A site plan meeting the requirements of Chapter 35, Article V, Division 4 Pittsylvania County Code, including the following additional information and details:
  - a) Property lines and setbacks as set out below, unless otherwise prescribed by the Board of Zoning Appeals as a condition of approval for a Special Use Permit.
    - Front, side and rear setbacks shall be a minimum of 50 feet.
  - b) Existing and proposed buildings and structures, including preliminary location(s) of the proposed solar equipment.

- c) Existing and proposed access roads, drives, turnout locations, and parking; however, this requirement shall not exceed VDOT requirements for other types of projects in the underlying zoning district.
- d) Location of substations, electrical cabling from the solar systems to the substations, ancillary equipment, buildings, and structures (including those within any applicable setbacks).
- e) Fencing, or other methods of ensuring public safety, in accordance with Section 35-121.
- f) Buffering as required based on the visual impacts of the project or as required by the Board of Zoning Appeals as a condition of approval for a Special Use Permit. Required buffers shall be placed or preserved between any required fencing and adjoining properties and/or adjacent rights-of-way. On a side facing a public right-of-way, and where no vegetated buffer exists, required screening shall be placed within the twenty-five (25) feet closest to the perimeter of the site area. Buffering or vegetative screening shall comply with Section 35-121.
- g) Additional information may be required, as determined by the Zoning Administrator, such as a scaled elevation view and other supporting drawings, photographs of the proposed site, photo or other realistic simulations or modeling of the proposed solar energy project from potentially sensitive locations as deemed necessary by the Zoning Administrator to assess the visual impact of the project, landscaping and screening plan, coverage map, and additional information that may be necessary for a technical review of the proposal.

4. Documentation shall include proof of control over the land or possession of the right to use the land in the manner requested. The applicant may redact sensitive financial or confidential information.

5. Document that the panels are located and installed so that the sum of the glare is directed away from an adjoining property or public rights of way.

6. The applicant shall provide proof of adequate liability insurance for a large and utility-scale solar facility prior to issuance of a zoning or building permit.

#### **Sec. 35-141(E) Decommissioning Requirements for Large and Utility Scale Solar Energy Facilities**

The owner or operator of a large or utility scale solar energy facility shall completely decommission a facility within 12 months if the facility ceases to generate electricity for a continuous period of 12 months. This period may be extended by the Board of Zoning Appeals if the owner or operator provides evidence that the failure to generate electricity is due to circumstances beyond their control and the facility has not been abandoned. Decommissioning shall include the removal of all solar collectors, cabling, electrical components, fencing and any other associated equipment, facilities and structures to a depth of at least 36 inches and stabilization of the site. A decommissioning plan shall be submitted, which shall include the following: (1) the anticipated life of the project; (2) the estimated decommissioning cost in current dollars; (3) how said estimate was determined; and (4) the manner in which the project will be decommissioned. In accordance with Section 35-714 of the Pittsylvania County Zoning Ordinance, the Board of Zoning

Appeals may require a bond with surety or other approved security to ensure compliance with conditions imposed in a Special Use Permit. The plan shall acknowledge that if at any time the project is declared to be an unsafe structure by the Pittsylvania County Building Code Official, the terms of the "unsafe structure" code shall apply.

#### **Sec. 35-141(F) General Requirements for Large and Utility Scale Solar Energy Facilities**

1. The height of roof mounted large and utility-scale solar energy facilities shall not exceed the maximum height of other structures as permitted in the zoning district, and the maximum height of ground mounted facilities shall be 15 feet, as measured from the grade or base of the facility to its highest point, or shall be as approved by the Board of Zoning Appeals as a condition of approval for a Special Use Permit.
2. Warning signage shall be placed on solar equipment and facilities to the extent appropriate. Solar equipment shall not be used for the display of advertising, except for reasonable identification of the photovoltaic equipment manufacturer or operator of the solar energy facility. All signs, flags, streamers or similar items, both temporary and permanent, are prohibited on solar equipment except as follows: (a) manufacturer's or installer's identification; (b) warning signs and placards; (c) signs that may be required by a federal agency; and (d) signs that provide a 24-hour emergency contact phone number and warn of any danger. Educational signs providing information about the project and the benefits of renewable energy may be allowed as provided in Article II, Division 3 of the Pittsylvania County Zoning Ordinance.
3. All large and utility scale solar energy facilities shall utilize components which have a UL listing or equivalent and fully comply with all applicable building and electrical codes, and shall not generate or create electrical interruptions or interference with existing electrical or electronic uses.
4. All large and utility scale solar energy facilities shall comply with all applicable state and federal permitting and regulatory requirements.
5. All large and utility scale solar energy facilities must comply with the Pittsylvania County Noise Ordinance, but the requirements shall be no more stringent than for other development in the underlying zoning district.

**PITTSYLVANIA COUNTY  
Board of Supervisors**

**EXECUTIVE SUMMARY**

<p><b><u>AGENDA TITLE:</u></b> Bathrooms – Middle Schools</p> <p><b><u>SUBJECT/PROPOSAL/REQUEST:</u></b> Reject bids due to unavailability of funding</p> <p><b><u>STAFF CONTACT(S):</u></b> Mr. Hawker Mr. Monday</p>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><b><u>AGENDA DATE:</u></b> 08-1-2016</td> <td style="width: 50%;"><b><u>ITEM NUMBER:</u></b> 20</td> </tr> <tr> <td><b><u>ACTION:</u></b> NO</td> <td><b><u>INFORMATION:</u></b></td> </tr> <tr> <td><b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b></td> <td><b><u>INFORMATION:</u></b></td> </tr> <tr> <td colspan="2"><b><u>ATTACHMENTS:</u></b> Yes – Bid Tabulation Form</td> </tr> <tr> <td colspan="2"><b><u>REVIEWED BY:</u></b> <i>GS</i></td> </tr> </table>	<b><u>AGENDA DATE:</u></b> 08-1-2016	<b><u>ITEM NUMBER:</u></b> 20	<b><u>ACTION:</u></b> NO	<b><u>INFORMATION:</u></b>	<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>	<b><u>ATTACHMENTS:</u></b> Yes – Bid Tabulation Form		<b><u>REVIEWED BY:</u></b> <i>GS</i>	
<b><u>AGENDA DATE:</u></b> 08-1-2016	<b><u>ITEM NUMBER:</u></b> 20										
<b><u>ACTION:</u></b> NO	<b><u>INFORMATION:</u></b>										
<b><u>CONSENT AGENDA:</u></b> <b><u>ACTION:</u></b>	<b><u>INFORMATION:</u></b>										
<b><u>ATTACHMENTS:</u></b> Yes – Bid Tabulation Form											
<b><u>REVIEWED BY:</u></b> <i>GS</i>											

**BACKGROUND:**

Pittsylvania County is in the process of installing 4 playgrounds at the Middle Schools. One component was to have restroom facilities built at each playground.

**DISCUSSION:**

Pittsylvania County solicited bids with specifications prepared by Solex Architecture for the installation of the restrooms at the 4 schools. Bids were received with the lowest responsive bidder being Quality Construction of Danville, Inc., in the amount of \$514,000. This bid is substantially above the allocated funds for this project. Accordingly, it will be necessary for the County to review options in the future to substantially reduce the scope of the project or find a different mechanism of funding going forward.

**RECOMMENDATION:**

Staff recommends the Board of Supervisors reject all bids related hereto due to the unavailability of the funds allocated for this project, and record the appropriate documentation in the permanent file as required by the Virginia Code.

**Bid Tabulation Form**  
**Pittsylvania County Parks & Recreation**  
**Middle School Restrooms**  
**Bids Due @ 2:00pm on June 22, 2016**

Contractor	License No.	Bid Bond	Addenda Acknowledged	Bid Amount			Deduct Alternates		
				Gretna	Chatham	Tunstall	Dan River	No. 1	No. 2
Tune & Toler Inc.	2701007452A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 189,000	\$ 159,000	\$ 189,000	\$ 239,000	\$ 400 (per location)	\$ 500 (per location)
Blair Construction, Inc.	2701015420A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 535,000 (all four locations)				\$ 3,900 (all locations)	\$ 400 (all locations)
Daniel & Company, Inc.	2705034063A	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	No Bid	\$ 125,500	\$ 129,500	No Bid	\$ 700 (per location)	\$ 600 (per location)
Quality Construction of Danville, Inc.	2701016862	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 125,000	\$ 116,000	\$ 119,000	\$ 154,000	\$ 400 (per location)	\$ 500 (per location)

4416,000.<sup>00</sup>  
514,000.<sup>00</sup>



Prepared and certified by Jeffrey L. Bond, AIA, LEED AP BD+C



# **REPORTS FROM BOARD MEMBERS**

# **REPORTS FROM LEGAL COUNSEL**

**REPORTS FROM  
COUNTY  
ADMINISTRATOR**

# PITTSYLVANIA COUNTY

## VIRGINIA

Otis Hawker, Interim  
 County Administrator  
 P.O. Box 426  
 Chatham, Virginia 24531  
 e-mail: dsleeper@pittgov.org



Phone (434) 432-7710  
 Fax (434) 432-7714  
 Gretna/Hurt (434) 656-6211

### MEMORANDUM

To: Otis S. Hawker, Assistant County Administrator  
 From: Pete Boswell., Chief Animal Control Officer  
 Date: July 27 2016, Subject: **Animal Control Activity Report**

During the period of June 29, 2016\_, through July 27 2016\_, the Animal Control Officers responded to calls;278 and 87 follow up calls as per Pete Boswell, Chief Animal Control Officer, resulting in the following:

Description	Number	Remarks
<b>Animals taken into custody:</b>	168	
<b>Dogs</b>	41	
<b>Cats</b>	71	
<b>Other</b>	61	5 horses---1 goat--- 54 chickens
<b>Animals on hand at month end</b>	23	
<b>Animals dispatched</b>	7	
<b>Licenses checked</b>	71	
<b>Court cases</b>	8	
<b>Summons</b>	9	
<b>Animals Adopted</b>	03	
<b>Animals returned to owners</b>	07	
<b>Cats taken to the Humane Society</b>	68	18 chickens
<b>Animals Transferred</b>	21	15 FCHS --- 6 MHC
<b>Injured animals picked up</b>	2	
<b>Animals found in traps</b>	47	
<b>Exposures: Human/Saliva</b>	0	
<b>Exposures: Dogs/Cats/Wildlife</b>	0	
<b>Dog Bites</b>	6	
<b>Cat Bites</b>	0	
<b>Cruelty Checks</b>	2	
<b>Well-being Checks</b>	26	
<b>Cat/Dog Fights</b>	1	
<b>Investigated killings by dogs/cats</b>	3	
<b>Investigate killings by Coyotes</b>	0	

If you have any questions concerning this, please do not hesitate to contact me.

# PITTSYLVANIA COUNTY

## VIRGINIA

Otis Hawker, Interim  
 County Administrator  
 P.O. Box 426  
 Chatham, Virginia 24531  
 e-mail: dsleeper@pittgov.org



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 Fax (434) 432-7714  
 Gretna/Hurt (434) 656-6211

### MEMORANDUM

**To:** Otis S. Hawker, Assistant County Administrator  
**From:** Pete Boswell., Chief Animal Control Officer  
**Date:** July 27, 2016  
**Subject:** **Conservators of the Peace**  
**Solid Waste Monitoring Report**

The Animal Control Officers whom have been appointed to the position of Conservators of the Peace monitoring solid waste sites in Pittsylvania County, as per Pete Boswell, Chief Animal Control Officer, for the period of June 29,2016 through, July 27,2016

Description	Number	Remarks
Total hours monitored	6	
Vehicles entering sites	27	
Vehicles checked	2	
Summons' issued	0	
Court Cases	0	
Convictions	0	

If you have any questions concerning this, please do not hesitate to contact me.

**PITTSYLVANIA COUNTY**  
*VIRGINIA*

Darrell W. Dalton, Director of Buildings &  
Properties  
Building & Grounds Department  
51 N. Main St.  
P.O. Box 426  
Chatham, Virginia 24531  
E-mail: darrell.dalton@pittgov.org



Phone (434) 432-1768  
Fax (434) 432-7714  
Gretna/Hurt (434) 656-6211  
Bachelors Hall/Whitmell (434) 797-9550

**MEMORANDUM**

To: Otis S. Hawker, Assistant County Administrator

From: Kaylyn McCluster, Administrative Assistant III, County Administration *Kaylyn McCluster*

Date: July 29, 2016

Subject: **COMPLETED WORK ORDERS – JULY 2016**

Attached please find a listing, by department, of completed work orders for the month of July. This list does not reflect work orders in progress but not yet completed, actual expenses incurred, or routine maintenance necessary for the smooth operation of the County facilities. However, it does reflect the total number of man-hours.

Presently, there are approximately 14 work orders still outstanding.

If you have any questions concerning this, please do not hesitate to contact me.

KM  
Attachment

cc: Clarence Monday, County Administrator  
Darrell W. Dalton, Superintendent of Building & Grounds

BUILDING & GROUNDS MAINTENANCE  
WORK ORDERS COMPLETED FOR MONTH OF JULY 2016

	NO. W/O	MAN-HOURS
ANIMAL CONTROL	1	2
ARMORY		
A S C S / EXTENSION / USDA-FSA		
BOARD OF SUPERVISORS		
BUILDING & GROUNDS		
BUILDING INSPECTIONS		
CAPTAIN MARTIN BLDG	1	2
CENTRAL ACCOUTING		
CENTRAL PURCHASING		
CIRCUIT COURT	1	4
CLERK OF COURT	1	1
CODE COMPLIANCE (PLANNING COMMISSSION & ZONING)	2	2
COMMISSIONER OF REVENUE	1	1
COMMONWEALTH ATTORNEY	2	2
COMPACTOR SITE		
COUNTY ADMINISTRATOR AND ASST. COUNTY ADMIN.		
COUNTY ATTORNEY		
COURTHOUSE (1968 ANNEX)		
COURTHOUSE (EDWIN R. SHIELDS)		
CSA - CPMB		
DEPOT BUILDING	3	8
EMERGENCY 911 FACILITY	2	9
ENVIRONMENTAL HEALTH		
FINANCE		
FIRE MARSHAL		
GENERAL DISTRICT COURT	3	3
GRANTS ADMINISTRATION		
HEALTH DEPARTMENT		
HUMAN RESOURCES		
HUMAN SERVICES FACILITY		
INDUSTRIAL PARKS		
INFORMATION TECHNOLOGY	2	6
JAIL	27	20
JUVENILE & DOMESTIC COURT	2	1
JUVENILE & DOMESTIC COURT SERVICES UNIT	1	2
LANDFILL		
LIBRARY	4	9
LITERACY		
MAGISTRATE	1	4
MOSES BUILDING		
OLD DOMINION AG. COMPLEX		
PCED BUILDING		
PURCHASING	1	1
REASSESSMENT		
RECREATION: RAIL-TRAIL & WAYSIDE PARK		
RECREATIONAL		
REGISTRAR-VOTING PRECINCTS	3	3
SHERIFF	2	6
SOCIAL SERVICES	1	1
TREASURER		
VICTIM WITNESS		
OTHER: 4380 BERRY HILL RD		
RINGGOLD DEPOT		
CALLANDS CLERKS OFFICE		
OLD BLAIRS SCHOOL		
DAN RIVER MIDDLE SCHOOL TOWER		
KENTUCK WALKING TRAIL		
<i>TOTAL WORK ORDERS COMPLETED - JULY 2016</i>	60	87
<i>YEAR TO DATE 07/01/2016 - 06/30/2017</i>	60	87

**PITTSYLVANIA COUNTY CODE COMPLIANCE  
MONTHLY REPORT & FEES  
July 2016**

**TYPES OF PERMITS**

76	BUILDING PERMIT FEES COLLECTED	\$8,743.68
76	LEVY COLLECTED	\$175.05
0	SUBDIVISION FEES COLLECTED	\$0.00
21	ZONING PERMIT FEES COLLECTED	\$105.00
0	REINSPECTION FEES COLLECTED	\$0.00
16	LAND DISTURBING FEES COLLECTED	\$160.00
<b>189</b>	<b>TOTAL FEES COLLECTED</b>	<b>\$9,183.73</b>

**MONTHLY BUILDING VALUES**

12	NEW DWELLINGS	\$1,906,200.00
1	MOBILE HOMES/OFFICE TRAILERS	50,000.00
4	DOUBLE-WIDE MOBILE HOMES	231,500.00
3	MODULAR	490,088.00
13	COMMERCIAL CONSTRUCTION	394,586.00
43	MISCELLANEOUS	431,317.00
76	<b>TOTAL</b>	<b>\$3,503,691.00</b>
	<b>NONTAXABLE: \$1,145,573.00</b>	<b>\$18,938,107.00</b>

**MONTHLY ACTIVITY REPORT**

NUMBER OF BUILDING INSPECTIONS MADE	234
NUMBER OF REJECTIONS OF WORK	49
NUMBER OF E & S INSPECTIONS	53
NUMBER OF MILES INSPECTORS TRAVELED	3,724

**MONTHLY ZONING FEES**

5	REZONING FEES COLLECTED	\$951.83
1	SPECIAL USE PERMIT FEES COLLECTED	167.45
0	VARIANCE & APPEAL FEES COLLECTED	0.00
1	SIGN PERMIT	160.71
7	<b>TOTAL</b>	<b>\$1,279.99</b>

Respectfully Submitted,



Odie H. Shelton, Jr.

Director of Code Compliance/  
Zoning Administrator

# **ADJOURNMENT**

