

# County of Dinwiddie Board of Supervisors

## MINUTES

**Regular Meeting – March 15, 2016, 3:00 PM**  
 Board Meeting Room, Pamplin Administration Building  
 14016 Boydton Plank Road, Dinwiddie, Virginia

Supervisors Present:

Brenda Ebron-Bonner, *Chair*                      Election District 5  
 Harrison A. Moody, *Vice Chair*                Election District 1  
 Dr. Mark E. Moore                                  Election District 2  
 William D. Chavis                                  Election District 3  
 Daniel D. Lee Election District 4

Administration Present:

W. Kevin Massengill, *County Administrator*  
 Anne Howerton, *Deputy County Administrator,*  
*Finance and General Services*  
 Tyler Southall, *County Attorney*

1. **ROLL CALL**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **AMENDMENTS TO AGENDA**

*Upon motion of Mr. Chavis, seconded by Mr. Moody,*

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the agenda was adopted as presented.

AYES:            Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner  
 NAYS:           None

5. **CONSENT AGENDA**

**A. SUMMARY AND CLAIMS**

<b>CLAIMS</b>	February 12, 2016 1097989-1098011	February 22, 2016 1098012-1098083	February 29, 2016 1098084-1098098 Payroll	March 4, 2016 1098099-1098145	March 7, 2016 1098146-1098153	<b>TOTALS</b>
101 - General Fund	\$16,276.23	\$292,175.12	\$1,011,846.81	\$220,309.48	\$240.00	<b>\$1,540,847.64</b>
103 - Jail Commission						<b>\$0.00</b>
105 - Recreation						<b>\$0.00</b>
209 - Litter Grant Fund				\$28,550.00		<b>\$28,550.00</b>
210 - Economic Developmt			\$1,412.66	\$76.08		<b>\$1,488.74</b>
211-Community Service						<b>\$0.00</b>
219 - CSA						<b>\$0.00</b>
226 - Law Library		\$164.99				<b>\$164.99</b>
228 - Fire Programs & EMS		\$1,192.80	\$885.43	\$2,130.79		<b>\$4,209.02</b>
229 - Forfeited Asset Sharing Program						<b>\$0.00</b>
305 - Capital Projects Fund		\$102,989.48		\$5,893.10		<b>\$108,882.58</b>
401 - County Debt Service				\$19,417.00		<b>\$19,417.00</b>
402 - School Debt Service						<b>\$0.00</b>
724 - Abraham Scholarship						<b>\$0.00</b>
	<b>\$16,276.23</b>	<b>\$396,522.39</b>	<b>\$1,014,144.90</b>	<b>\$276,376.45</b>	<b>\$240.00</b>	<b>\$1,703,559.97</b>

**B. MINUTES: FEBRUARY 16, 2016 BUDGET WORKSHOP, FEBRUARY 16, 2016 REGULAR MEETING, AND MARCH 1, 2016 BUDGET WORKSHOP**

*Upon motion of Mr. Lee, seconded by Dr. Moore, the consent agenda was approved as presented.*

AYES:            Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner  
 NAYS:           None

6. **REPORTS:**

**A. VIRGINIA DEPARTMENT OF TRANSPORTATION**

Crystal Smith, Residency Administrator, provided the Board with the following report. She also asked the Board to add the Secondary Six Year Plan to the April 5<sup>th</sup> Board Workshop agenda.

DINWIDDIE COUNTY  
March 15, 2016 – Monthly Report

<b>MAINTENANCE</b>	<b>Crystal Smith</b>																																								
<p><b>Dinwiddie Area Headquarters for the month of February 2016</b></p> <ul style="list-style-type: none"> <li>• Performed debris cleanup and repaired signs along various primary and secondary roads.</li> <li>• Repaired pot holes on various primary and secondary roads.</li> <li>• Fixed sink hole on Route 627 (Courthouse Rd.).</li> <li>• Cleaned driveway pipes and cross-drain pipes throughout the county.</li> <li>• Machined various unpaved roads throughout the county.</li> <li>• Performed maintenance on beaver dams along Routes 613 (Dabney Mill Rd.), 646 (Glebe Rd.), and 672 (Weakley Rd.).</li> <li>• Machined shoulders along primary roads throughout the county.</li> <li>• Cleaned ditches along various secondary roads.</li> <li>• Performed snow and ice removal on primary and secondary roads.</li> <li>• Repaired mailboxes and posts that were damaged while plowing at various locations in the county.</li> <li>• Removed tree and brush debris from primary &amp; secondary roads</li> <li>• Respond to high-water conditions throughout the county.</li> </ul>																																									
<b>LAND DEVELOPMENT &amp; PERMITS</b>	<b>Paul Hinson, P.E.</b>																																								
<p><b>Dinwiddie County</b></p> <p><b>Plans with outstanding comments or under review (Activity within last 90 days)</b></p> <ul style="list-style-type: none"> <li>• None</li> </ul> <p><b>Plans approved</b></p> <ul style="list-style-type: none"> <li>• Star Factory Addition – Site plan application submitted on 1-21-16 for addition to existing building off of Airpark Road. No new entrances are proposed. VDOT found plan acceptable on 2-1-16.</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li>• Vaughan Road Estates – Subdivision plat submitted for review on 2-18-16. Comments sent to county on 2-24-16.</li> </ul> <p><b>LUP Permits Issued and Completed</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">Permit Number</th> <th style="width: 40%;">Permittee</th> <th style="width: 10%;">Dinwiddie County</th> <th style="width: 15%;">Permit Issuance Date</th> <th style="width: 20%;">Permit Completion Date</th> </tr> </thead> <tbody> <tr> <td>57856</td> <td>Comcast Communications</td> <td>26</td> <td>2-10-16</td> <td></td> </tr> <tr> <td>57859</td> <td>Dominion VA Power</td> <td>26</td> <td>2-18-16</td> <td></td> </tr> <tr> <td>57854</td> <td>Dominion VA Power</td> <td>26</td> <td>2-4-16</td> <td></td> </tr> <tr> <td>57851</td> <td>Dominion VA Power</td> <td>26</td> <td>2-3-16</td> <td></td> </tr> <tr> <td>57860</td> <td>Southside Electric Cooperative</td> <td>26</td> <td>2-23-16</td> <td></td> </tr> <tr> <td>57853</td> <td>Trevor Lee Tharrington</td> <td>26</td> <td>2-3-16</td> <td></td> </tr> </tbody> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tbody> <tr> <td style="width: 15%;">57689</td> <td style="width: 40%;">Mid-Atlantic Broadband Cooperative</td> <td style="width: 10%;">26</td> <td style="width: 15%;">11-25-14</td> <td style="width: 20%;">2-9-16</td> </tr> </tbody> </table>		Permit Number	Permittee	Dinwiddie County	Permit Issuance Date	Permit Completion Date	57856	Comcast Communications	26	2-10-16		57859	Dominion VA Power	26	2-18-16		57854	Dominion VA Power	26	2-4-16		57851	Dominion VA Power	26	2-3-16		57860	Southside Electric Cooperative	26	2-23-16		57853	Trevor Lee Tharrington	26	2-3-16		57689	Mid-Atlantic Broadband Cooperative	26	11-25-14	2-9-16
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<b>CONSTRUCTION</b>	<b>Ron Hobson, P.E.</b>																																								
<p><b>UPC 104466 / Order D39 /Project: (NFO) 0085-026-263, N501</b></p> <p>Contractor: Adams Construction Co.  Name: I-85 SB Restore Existing Pavement  CM: Smith  Fixed Completion Date: 11-15-2017  Description: On-going concrete patching with 2 crews. Main line paving to continue</p> <p><b>UPC 89379 / Order G26 /Project: (NFO) 0226-026-573,B606, C501 (Dinwiddie)</b></p> <p>Contractor: Bryant Contracting  Name: Rte. 226 Cox Rd Bridge over NSRR  CM: Miller  Fixed Completion Date: 8/1/16  Description: Superstructure replacement and Substructure repairs  Comments: Phase I is complete. Contractor has completed demolition of the remaining existing superstructure. Contractor plans to complete remaining demolition over the next month.</p> <p><b>UPC 80993 / Order G95 /Project: (NFO) 0001-026-107,C501 (Dinwiddie)</b></p> <p>Contractor: Branscome  Name: Rte. 226 and Rte. 1 Roundabout and intersection Improvements  CM: Miller  Fixed Completion Date: 10/14/16  Description: Intersection Improvements at Rte. 1 and 226, and Round About at Rte. 200 and Rte. 226.  Comments: Contractor is working on installing water line, storm drain and begin grading operations.</p>																																									
<b>TRAFFIC STUDIES/SPECIAL REQUESTS</b>	<b>Mary Chorzempa</b>																																								
<ul style="list-style-type: none"> <li>• Route 600 (Ferndale Rd.) - Speed Zone Study: Field data has been collected, office analysis is underway. Results are pending.</li> <li>• Route 670 (Duncan Road) - Speed Study Request: Traffic Engineering is currently reviewing a request to reduce the speed limit on a portion Rt. 670 from Route 673 (Smith Grove Rd) to Route 613 (Dabney Mill Rd.) A speed study was previously done on a stretch of Duncan Rd, and this will be reviewed.</li> </ul>																																									

7. **ACTION ITEMS:**

**A. CONTRACT AWARD: PERSONAL PROTECTIVE EQUIPMENT**

Nick Sheffield, Fire and EMS Coordinator, presented the following memo and contract to the Board for approval.

**TO: The Board of Supervisors**  
**FROM: Nick Sheffield**  
**DATE: March 15, 2016**  
**SUBJ: Contract Award – Personal Protective Equipment**

**BACKGROUND**

The annual operating budget for the Division of Fire & EMS provides funding for the replacement of outdated personal protective equipment (PPE). This purchase allows firefighters to be equipped with updated, uniform turnout gear. Our previous contract has expired, and after a full trial from multiple manufacturers, the Fire & Rescue Association decided on Honeywell's Morning Pride turnout gear as the gear of choice. Annually, Dinwiddie Fire and EMS purchases approximately 20-25 sets of gear to replace the outdated sets, per the requirements set forth by the National Fire Protection Association.

**CONTRACT NEGOTIATIONS**

The contract with Blue Ridge Rescue Suppliers will be executed as a sole source contract as a result of Blue Ridge Rescue Suppliers being the sole dealer for our territory for Morning Pride gear.

**REQUESTED ACTION**

We are asking for approval of the following resolution.

**RESOLUTION**

**BE IT RESOLVED** that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize and direct the County Administrator to execute the attached contract for Morning Pride turnout gear from Blue Ridge Rescue Suppliers.

**CONTRACT**

**DINWIDDIE COUNTY**  
**PERSONAL PROTECTIVE EQUIPMENT**  
**FIRE & EMS**

The Agreement is made this 15<sup>th</sup> day of March 2016, by and between **Blue Ridge Rescue Suppliers, Inc.** of 1273 Colonial Fort Drive, Montvale, VA 24122 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County solicited a quote for Morning Pride brand protective clothing and equipment for use by Dinwiddie Fire & EMS; and

**WHEREAS**, Contractor submitted a quote, consistent with the County's needs; and

**WHEREAS**, Contractor was selected as the Sole Source Provider in Virginia for Morning Pride brand products; and

**WHEREAS**, County has selected Contractor to provide protective clothing and equipment;

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, and (2) Contractor's quote and detailed technical specifications dated February 10, 2016. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Term of Contract.** The term of this contract shall be for one (1) year, with the option of renewals under the terms and conditions of the original contract for up to four (4) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases shall not exceed 5% per term.
3. **Costs.** Contractor agrees to provide all clothing/equipment pursuant to this Contract for the units prices listed below (the "Contract Price").

Coats	\$1,114.71
Pants	\$675.03

Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.

4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	David Rice
County Administrator	Blue Ridge Rescue Supplies, Inc.
P. O. Drawer 70	1273 Colonial Fort Drive
Dinwiddie, Virginia 23841	Montvale, VA 24122
(804) 469-4500	(866) 411-9745
accounting@dinwiddieva.us	Email

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Terms and Conditions.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia	Blue Ridge Rescue Suppliers, Inc.
By: _____ W. Kevin Massengill County Administrator	By: _____ Title: _____
Attest: _____	Attest: _____
Approved as to form:	Department Approval:
_____ Tyler Southall, County Attorney	_____ Dennis Hale, Chief of Fire & EMS

*Upon motion of Dr. Moore, seconded by Mr. Chavis, the contract was approved as presented.*

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner  
 NAYS: None

**B. CONTRACT AWARD: AMERICAN BATTLEFIELD PRESERVATION PLAN CONSULTANT**

Andrew Hardy, Recreation Superintendent, Cultural Programs and Tourism presented the following memo and contract to the Board for their approval.

TO: The Board of Supervisors  
 FROM: Andrew J. Hardy  
 DATE: March 15, 2016  
 SUBJ: ABPP Grant – Consultant Contract Award

**BACKGROUND**

On July 21, 2015, Dinwiddie County was awarded the American Battlefield Protection Program (ABPP) grant entitled "Regional Initiative for the Protection and Preservation of Threatened Civil War Battlefields in Southeastern Virginia" in the amount of \$55,800. The grant will be effective August 1, 2015 thru August 1, 2017. Per the grant and the approved National Park Service work plan, the County is to secure a consultant who will be responsible for administering the various phases of the grant. All fees and expenses for the consultant and deliverables will be supported by the ABPP Grant.

**CONTRACT NEGOTIATIONS**

The RFP was issued twice by the County (November 2015 and January 2016). Both times, the RFP was submitted to firms that the ABPP recommended in addition to being open to the public. The intent was to seek a firm with battlefield protection and preservation experience along with a detailed background in establishing foundations. Several firms submitted responses and three were selected to be interviewed – Johnson, Mirmiran, & Thompson, Inc., DHM Design, and Hanbury Preservation Consulting.

The interviews were conducted on Tuesday, March 8, 2016 and all three firms addressed some of the various elements included within the RFP. The interview panel felt that Hanbury Preservation Consulting offered more work experience and greater knowledge of the region. Hanbury Preservation Consulting, which includes Mr. David Lewes and Mrs. Mary Ruffin Hanbury, offers their extensive experience in performing historic research on related projects. These projects span preservation plans, compliance, and extensive experience working with Historic Preservation Offices.

Hanbury Preservation Consulting initially quoted a total price of \$62,077.00, but through negotiations have agreed to complete all of the tasks and deliverables outlined in the work plan within the \$55,000 budget.

#### **REQUESTED ACTION**

We are asking for approval of the following resolution.

#### **RESOLUTION**

**BE IT RESOLVED** that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached contract with such changes as he may approve, substantive or otherwise, with Hanbury Preservation Consulting, Inc. for an amount not to exceed \$55,000 for services directly related to the American Battlefield Protection Program Grant (GA-2287-15-007).

#### **CONTRACT**

##### **DINWIDDIE COUNTY** **ABPP CONSULTANT**

The Agreement is made this 15<sup>th</sup> day of March 2016, by and between **Hanbury Preservation Consulting, Inc.**, of 123 West Park Drive, Raleigh, North Carolina 27605 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County solicited bids to provide consulting services for an ABPP Grant; and

**WHEREAS**, Contractor submitted a bid for same, consistent with the specifications in the Request for Unsealed Proposals; and

**WHEREAS**, Contractor was selected as having the best offer; and

**WHEREAS**, County has selected Contractor to provide consulting services for an ABPP Grant, according to the specifications in the Request for Unsealed Proposals;

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Request for Unsealed Proposals # 15-122115 including any addenda and (3) Contractor's proposal dated January 20, 2016. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to begin work within ten (10) calendar days of an executed contract, with all work to be completed no later than May 1, 2017.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a total not to exceed FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) (the "Contract Price"). Payment will be made based on actual work completed. Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same. In no event shall the County be required to pay for any services or expenses that cannot be paid for through the American Battlefield Protection Program (ABPP) Grant Agreement No. GA-2287-15-007.
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:

W. Kevin Massengill  
County Administrator  
P. O. Drawer 70  
Dinwiddie, Virginia 23841  
(804) 469-4500  
accounting@dinwiddieva.us

Notice to Contractor shall be made to:

Mary Ruffin Hanbury  
Hanbury Preservation Consulting, Inc.  
P.O. Box 6049  
Raleigh, NC 27628  
(919) 828-1905  
maryruffin@hanburypreservation.com

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Unsealed Proposals documents.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Hanbury Preservation Consulting, Inc.

By: \_\_\_\_\_  
W. Kevin Massengill  
County Administrator

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to form:

Department Approval:

\_\_\_\_\_  
Tyler Southall, County Attorney

\_\_\_\_\_  
Tammie Collins, Director of Planning and  
Community Development

*Upon motion of Mr. Moody, seconded by Mr. Lee, the contract was approved as presented.*

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner  
NAYS: None

**C. CONTRACT AWARD: GROUNDS MAINTENANCE**

Anne Howerton, Deputy County Administrator, Finance and General Services, presented the following memo and contract to the Board for their approval.

TO: The Board of Supervisors  
FROM: Anne Howerton  
DATE: March 15, 2016  
SUBJ: General Grounds Maintenance Contract Award

**BACKGROUND**

The County has been under contract for general grounds maintenance with Old Dominion Landscapes, LLC since March 2011, and that contract expires on March 31, 2016.

**CONTRACT NEGOTIATIONS**

We released an IFB for general grounds maintenance on February 20, 2016, and eight vendors responded to the IFB on March 8, 2016. Bid prices ranged from \$32,090 to \$86,975 per year, with the lowest responsive and responsible bidder being New Market Grounds Corporation. Further details on this procurement can be found on the County website at [www.dinwiddieva.us](http://www.dinwiddieva.us), under the Purchasing tab.

**REQUESTED ACTION**

We are asking for approval of the following resolution.

**RESOLUTION**

**BE IT RESOLVED** that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached contract for general grounds maintenance with New Market Grounds Corporation.

CONTRACT

DINWIDDIE COUNTY  
GROUNDS MAINTENANCE

The Agreement is made this 15<sup>th</sup> day of March 2016, by and between **New Market Grounds Corporation**, of 6407 Canesville Lane, Henrico, VA 23231 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County solicited bids to provide grounds maintenance; and

**WHEREAS**, Contractor submitted a bid for same, consistent with the specifications in the Invitation for Bids; and

**WHEREAS**, Contractor was selected as the lowest responsive and responsible bidder; and

**WHEREAS**, County has selected Contractor to provide grounds maintenance, according to the specifications in the Invitation for Bids;

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Invitation for Bids # 16-022016 including any addenda and (3) Contractor's quote dated March 7, 2016. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Term of Contract.** The term of this contract shall be for one (1) year beginning April 1, 2016, with the option of renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with the original contract or negotiated at time of renewal.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the unit prices listed below (the "Contract Price").

**Government Complex**

Mowing grass, trimming, edging and weeding	\$310 per occurrence
Trimming shrubs, trees, rose bushes and azaleas	\$150 per occurrence
Mulching	\$1,100 per occurrence
Applying fertilizer	\$345 per occurrence
Aerating and seeding	\$1,460 per occurrence
Removing Leaves	\$1,000 per occurrence

**Eastside Enhancement Center**

Mowing/trimming of general areas	\$225 per occurrence
Mowing/trimming of athletic fields	\$115 per occurrence

Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.

4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Jamie Carnley
County Administrator	New Market Grounds Corporation
P. O. Drawer 70	P.O. Box 1003
Dinwiddie, Virginia 23841	Sandston, VA 23150
(804) 469-4500	(804) 461-8538
accounting@dinwiddieva.us	nmgrounds@gmail.com

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Invitation for Bids documents.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

New Market Grounds Corporation

By: \_\_\_\_\_  
W. Kevin Massengill  
County Administrator

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

Attest: | \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to form:

Department Approval:

\_\_\_\_\_  
Tyler Southall, County Attorney

\_\_\_\_\_  
Tammie Collins, Deputy Co Administrator,  
Planning & Community Development

Upon motion of Dr. Moore, seconded by Mr. Moody, the contract was approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner

NAYS: None

**D. CONTRACT AWARD: MAINTENANCE OF ATHLETIC FIELDS**

Anne Howerton, Deputy County Administrator, Finance and General Services, presented the following memo and contract to the Board for their approval.

TO: The Board of Supervisors  
FROM: Anne Howerton  
DATE: March 15, 2016  
SUBJ: Athletic Field Maintenance Contract Award

**BACKGROUND**

The County has been under contract for athletic field maintenance with Specialty Turf Services, Inc. since 2011 and that contract expires on March 31, 2016.

**CONTRACT NEGOTIATIONS**

We released an IFB for athletic field maintenance on February 19, 2016, and three vendors responded to the IFB on March 8, 2016. Bid prices ranged from \$31,500 to \$45,700 per year. The low bidder withdrew its bid and the next lowest responsive and responsible bidder was Heaton's Lawn Maintenance, LLC with a bid of \$36,624 per year. Further details on this procurement can be found on the County website at [www.dinwiddieva.us](http://www.dinwiddieva.us), under the Purchasing tab.

**REQUESTED ACTION**

We are asking for approval of the following resolution.

**RESOLUTION**

**BE IT RESOLVED** that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached contract for maintenance of athletic fields with Heaton's Lawn Maintenance, LLC.

CONTRACT

**DINWIDDIE COUNTY**  
**MAINTENANCE OF ATHLETIC FIELDS**

The Agreement is made this 15<sup>th</sup> day of March 2016, by and between **Heaton’s Lawn Maintenance, LLC**, of 8800 Community Lane, Suite 102, South Prince George, VA 23805 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County solicited bids to provide maintenance of athletic fields at the Dinwiddie Sports Complex; and

**WHEREAS**, Contractor submitted a bid for same, consistent with the specifications in the Invitation for Bids; and

**WHEREAS**, Contractor was selected as the lowest responsive and responsible bidder; and

**WHEREAS**, County has selected Contractor to provide maintenance of athletic fields, according to the specifications in the Invitation for Bids;

**NOW THEREFORE**, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Invitation for Bids # 16-021916 including any addenda and (3) Contractor’s quote dated March 3, 2016. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Term of Contract.** The term of this contract shall be for one (1) year beginning April 1, 2016, with the option of renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with the original contract or negotiated at time of renewal.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for the unit prices listed below (the “Contract Price”).

Mowing turf	\$452.00 per occurrence
Apply fertilizer	\$1,080.00 per occurrence
Apply herbicides	\$960.00 per occurrence

Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.

4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Michael Heaton
County Administrator	Heaton’s Lawn Maintenance
P. O. Drawer 70	8800 Community Lane
Dinwiddie, Virginia 23841	South Prince George, VA 23805
(804) 469-4500	(804) 862-5296
accounting@dinwiddieva.us	heatonslawn@aol.com

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County’s requirements in the Invitation for Bids documents.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Heaton's Lawn Maintenance, LLC

By: \_\_\_\_\_  
W. Kevin Massengill  
County Administrator

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Approved as to form:

Department Approval:

\_\_\_\_\_  
Tyler Southall, County Attorney

\_\_\_\_\_  
Tammie Collins, Deputy Co Administrator,  
Planning & Community Development

Upon motion of Mr. Chavis, seconded by Mr. Lee, the contract was approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner  
NAYS: None

**E. CONTRACT RENEWAL: EMPLOYEE HEALTH INSURANCE PLAN FOR FISCAL YEAR 2017**

Anne Howerton, Deputy County Administrator, Finance and General Services, presented the following memo and health insurance rates for the Board's approval.

TO: Board of Supervisors  
FROM: Anne Howerton  
DATE: March 15, 2016  
SUBJ: Employee Health Insurance Plan for FY 2017

**Background**

Our health insurance intermediary, The Local Choice, has provided employee health insurance plan premiums for FY 2017, and is asking that we renew our contract with them by April 1, 2016. Our recent claims experience has been less favorable than last year's, and the premiums have increased 9.1% from FY 2016 premiums. This rate increase is expected to result in an approximate \$102,305 additional employer contribution and in an approximate \$35,359 additional employee contribution for the 146 currently enrolled County employees.

**Actions**

We propose to continue to offer the Key Advantage 1000 PPO and the High Deductible Health Plans, and both plans also offer a choice of comprehensive dental or preventive dental. A cost comparison is attached which shows the increase in employee and employer contributions by plan. We are required by Local Choice to fund 80% of the Employee Only plan, and we are proposing to maintain the current employer/employee ratio for Employee/Dependent and Employee/Family.

**Recommendation**

We recommend approval of the following resolution.

**BE IT RESOLVED**, that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorized and direct Kevin Massengill, County Administrator, to execute the necessary

documents with The Local Choice to provide the employee health insurance policy for FY 2017 at the attached rates and ratios.

**Health & Dental Insurance Plans - FY 2016 & FY 2017**

Anthem thru The Local Choice Key Advantage 1000 PPO, incl dental					Anthem thru The Local Choice High Deductible Health Plan PPO, incl dental				
FY 2016	County Pays	Employee Pays	Total Premium	County %	County Pays	Employee Pays	Total Premium	County %	
Employee	395	100	495	80%	395	13	408	97%	
Employee/Dependent	641	275	916	70%	641	114	755	85%	
Employee/Family	936	401	1,337	70%	936	166	1,102	85%	
Anthem thru The Local Choice Key Advantage 1000 PPO, comprehensive dental					Anthem thru The Local Choice High Deductible Health Plan PPO, comprehensive dental				
FY 2017	County Pays	Employee Pays	Total Premium	County %	County Pays	Employee Pays	Total Premium	County %	
Employee	434	106	540	80%	434	11	445	98%	
Employee/Dependent	699	300	999	70%	699	124	823	85%	
Employee/Family	1,021	437	1,458	70%	1,021	181	1,202	85%	
Change					Change				
	County Pays	Employee Pays	Total Premium		County Pays	Employee Pays	Total Premium		
Employee	39	6	45		39	-2	37		
Employee/Dependent	58	25	83		58	10	68		
Employee/Family	85	36	121		85	15	100		
% Change					% Change				
	County Pays	Employee Pays	Total Premium		County Pays	Employee Pays	Total Premium		
Employee	9.9%	6.0%	9.1%		9.9%	-15.4%	9.1%		
Employee/Dependent	9.1%	9.1%	9.1%		9.1%	8.7%	9.0%		
Employee/Family	9.1%	9.1%	9.1%		9.1%	9.2%	9.1%		
Anthem thru The Local Choice Key Advantage 1000 PPO, preventive dental					Anthem thru The Local Choice High Deductible Health Plan PPO, preventive dental				
FY 2017	County Pays	Employee Pays	Total Premium	County %	County Pays	Employee Pays	Total Premium	County %	
Employee	434	95	529	82%	434	0	434	100%	
Employee/Dependent	699	280	979	71%	699	104	803	87%	
Employee/Family	1,021	407	1,428	71%	1,021	151	1,172	87%	

Upon motion of Mr. Moody, seconded by Mr. Lee, the health insurance plan was approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner

NAYS: None

**F. RESOLUTION ESTABLISHING A SIX-YEAR INTERVAL FOR CONDUCTING GENERAL REASSESSMENT OF REAL ESTATE**

W. Kevin Massengill, County Administrator, presented the following memo written by Tyler Southall, County Attorney, to the Board for their approval.

**To:** Board of Supervisors of Dinwiddie County, Virginia  
**CC:** Lori K. Stevens, Commissioner of the Revenue  
W. Kevin Massengill, County Administrator  
**From:** Tyler Southall, County Attorney  
**Date:** March 15, 2016  
**Subject:** RESOLUTION ESTABLISHING A SIX-YEAR INTERVAL FOR CONDUCTING GENERAL REASSESSMENT OF REAL ESTATE

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**I. Background**

The County Attorney’s Office was asked to prepare a resolution to establish a six-year interval for real estate reassessments. Part of Virginia Code Section 58.1-3252 states: “There shall be a general reassessment of real estate every four years. Any county which, however, has a total population of 50,000 or less may elect by majority vote of its board of supervisors to conduct its general reassessments at either five-year or six-year intervals.” In the recent history of Dinwiddie County, general reassessments were conducted every four years; however in April of 2015, the Board of Supervisors directed that the general reassessment of real estate should be performed on a five year interval rather than a four year interval, thereby postponing the expense of conducting a general reassessment of real estate for one year. It has now been suggested that the Board of Supervisors consider conducting general reassessments on a six-year interval, rather than a five-year interval, which would postpone the expense of conducting a general reassessment of real estate for one additional year.

**II. Action**

The following resolution has been prepared by the County Attorney’s Office should the Board of Supervisors desire to adopt it:

**RESOLUTION ESTABLISHING A SIX-YEAR INTERVAL FOR CONDUCTING GENERAL REASSESSMENT OF REAL ESTATE**

WHEREAS, Section 58.1-3252 of the Code of Virginia establishes a general requirement that counties conduct a general reassessment of taxable real estate every four (4) years; but

WHEREAS, Section 58.1-3252 permits Dinwiddie County to conduct general reassessments of real estate every six (6) years; and

WHEREAS, on the current five-year interval, a reassessment would be conducted in time to be effective on January 1, 2018, but electing to perform general reassessments of real estate on a six year interval would require the next general reassessment to become effective on January 1, 2019;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, pursuant to Code of Virginia Section 58.1-3252, hereby elects to change the interval for general reassessments of real estate to every six (6) years.

*Upon motion of Dr. Moore, seconded by Mr. Moody, the resolution was approved as presented.*

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner  
NAYS: None

**8. CITIZEN COMMENTS**

Mr. Aubrey Conn spoke about his concerns regarding the Sheriff’s office and trash along Sterling Road.

**9. COUNTY ADMINISTRATOR COMMENTS**

Mr. Massengill asked Mark Bassett to speak regarding a citizen’s request to allow domesticated chickens in the West Petersburg area. After Mr. Bassett’s update, Mr. Massengill gave an update on various County projects. Finally, he congratulated Ms. Howerton for the County receiving the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report for the fiscal year ending June 30, 2015.

**10. BOARD MEMBER COMMENTS**

Dr. Moore thanked and commended Ms. Howerton for receiving the certificate of achievement. He also thanked the Dinwiddie County Public Schools Administration and Board for their presentation at the March 8<sup>th</sup> joint meeting. Dr. Moore commented on the Chamber of Commerce’s email about the Governor announcing the launch of New Fiscal Incentives for companies sponsoring registered apprenticeships in select occupations.

Dr. Moore expressed his delight in the baseball and softball tournaments at the Sports Complex and the positive effect it has on the hotel and restaurants in the County. He also stated that he is looking forward to the Dinwiddie Teen Expo in April. Finally, he commented on the trash along the roads and is hoping to get the Sheriff's help to get it cleaned up.

Mr. Lee also congratulated Ms. Howerton. He also spoke about the positive impact the Teen Expo has on the youth in the County.

Mr. Moody expressed his gratitude for the Sheriff's help in getting the prisoners to help clean up the unmanned dump sites in his district.

Ms. Ebron-Bonner also thanked Ms. Howerton. She acknowledged Mr. Conn's concerns. Finally, Ms. Ebron-Bonner spoke of her efforts in obtaining volunteers for the Teen Expo.

## **11. CLOSED SESSION**

*At 4:09 PM, upon the motion of Mr. Moody, seconded by Dr. Moore,*

The Board convened into closed a closed meeting under:

**A. §2.2-3711 (A) (1) Personnel:**

- County Administrator Evaluation
- County Attorney Evaluation
- Appointments
  - Dinwiddie Airport and Industrial Authority
  - Resource Conservation and Development Council
  - Dinwiddie County Community Policy and Management Team

**B. §2.2-3711 (A) (3) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body:**

- Acquisition of specific land for economic development
- Acquisition of specific land for Government Complex

**C. §2.2-3711 (A) (5) Business and industry development:**

- Prospective business and industry

**D. § 2.2-3711(A) (7). Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel:**

- Memoranda of Understanding – Constitutional Officers

**E. § 2.2-3711(A) (29) Discussion of the award of a public contract involving the expenditure of public funds, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body:**

- Contract related to potential County beautification project grant

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner

NAYS: None

*At 7:03 PM, upon motion of Mr. Chavis, seconded by Mr. Moody, the Board reconvened into open session.*

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner

NAYS: None

## **CERTIFICATION**

**Whereas**, this Board convened in a closed meeting under section

**A. §2.2-3711 (A) (1) Personnel:**

- County Administrator Evaluation
- County Attorney Evaluation
- Appointments
  - Dinwiddie Airport and Industrial Authority
  - Resource Conservation and Development Council
  - Dinwiddie County Community Policy and Management Team

**B. §2.2-3711 (A) (3) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body:**

- Acquisition of specific land for economic development

- Acquisition of specific land for Government Complex
- C. **§2.2-3711 (A) (5) Business and industry development:**
  - Prospective business and industry
- D. **§ 2.2-3711(A) (7). Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel:**
  - Memoranda of Understanding – Constitutional Officers
- E. **§ 2.2-3711(A) (29) Discussion of the award of a public contract involving the expenditure of public funds, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body:**
  - Contract related to potential County beautification project grant

**And whereas,** no member has made a statement that there was a departure from the lawful purpose of such closed meeting or of the matters identified in the motion discussed.

**Now be it certified,** that only those matters as were identified in the motion were heard, discussed or considered in the meeting.

*Upon motion of Dr. Moore, seconded by Mr. Lee, the Certification Resolution was adopted.*

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner  
 NAYS: None

**12. PUBLIC HEARINGS:**

**A. CASE P-16-2, REZOING .12 ACRES FROM R-1 TO R-U**

Mark Bassett, Planning Director, presented the below for public hearing and the Board’s approval.

**To: W. Kevin Massengill, County Administrator and Board of Supervisors**  
**From: Mark Bassett, Planning Director**  
**Date: March 9, 2016**  
**Subject: March 15 Board of Supervisors Public Hearing for Rezoning, P-16-2**

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Please find the attached Planning Commission meeting summary materials for rezoning application, P-16-2. The applicant, Christopher L. Everett, President, on behalf of Everett Bros. Properties, Inc., is requesting to rezone property, which is located in the West Petersburg neighborhood on the north side of Surry Ave. approximately 205 feet west from the Surry Ave. and Roanoke St. intersection and containing approximately 0.12 +/- acres, from R-1, Residential Limited, to R-U, Residential Urban, in order to allow for the development of a single-family residence. The R-U, Residential Urban, zoning classification allows for certain single-family residential uses pursuant to the Zoning Ordinance allowed density. After the Planning Commission heard the rezoning request at their February 10 meeting, the Planning Commission unanimously recommended approval of the rezoning request to the Board of Supervisors by a vote of 7-0.

# **Planning Commission Mtg. Summary Report**

File#: P-16-2  
Applicant: Everett Bros. Properties, Inc., and Agent, Christopher L. Everett, President  
Rezoning Request: Residential, Limited, R-1 to Residential, Urban, R-U  
Property Location: North side of Surry Ave. approximately 205 feet west from the Surry Ave. and Roanoke St. intersection  
Tax Map Parcel #: 21A-1-180 and 21A-1-181  
Acreage: Approx. 0.12 acres  
Magisterial District: Rohoic District  
Planning Commission Mtg.: February 10, 2016

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## **CASE OVERVIEW**

The applicant, Christopher L. Everett, President, on behalf of Everett Bros. Properties, Inc., is requesting to rezone property containing approximately 0.12 +/- acres from R-1, Residential Limited, to R-U, Residential Urban. The R-U, Residential Urban, zoning classification allows for certain residential uses pursuant to the Zoning Ordinance allowed density. The property is located on the north side of Surry Ave. approximately 205 feet west from the Surry Ave. and Roanoke St. intersection, and is further defined as Tax Map Parcel Nos. 21A-1-180 and 21A-1-181. As indicated in the Dinwiddie County Comprehensive Land Use Plan, the subject property is located within the Urban Area, which allows limited residential uses for this general area.

## **ATTACHMENTS**

- Rezoning Application and Location Maps
- Property Picture

## **LAND USE AND ZONING ANALYSIS**

The subject property is located on the north side of Surry Ave. approximately 205 feet west from the Surry Ave. and Roanoke St. intersection, and is further defined as Tax Map Parcel Nos. 21A-1-180 and 21A-1-18. The applicant is seeking the rezoning of the 0.12 acres from Residential, Limited, R-1 to Residential, Urban, R-U to combine the two aforementioned parcels to construct a new single-family residential dwelling. The R-U zoning classification allows for minimum lot sizes of 5,000 square feet provided that the single-family dwelling is served by public water and sewer. The proposed dwelling is to be served by public water and sewer by the Dinwiddie County Water Authority (DCWA) water and sewer system. In addition, in the R-U Zoning District the minimum allowable lot width for lots with single-family dwellings is 50 feet at the building setback line, and the subject property has the minimum amount of road frontage and lot width to meet the Ordinance defined lot width for each proposed lot.

The surrounding land uses include open space and predominately low-density established and stable single-family residential development, and the general surrounding area is zoned R-1, Residential, Limited. In the general area of the subject property there are multiple single-family residential dwellings located on approximately two recorded lots (each lot is 25 feet wide and 100 feet deep) each of which are nonconforming under the current zoned R-1, Residential Limited, zoning classification. These surrounding nonconforming dwellings located on two lots of record are compatible in size and character with what is proposed as part of the subject rezoning request.

The property under review is designated by the Comprehensive Land Use Plan (the "Plan") as being within the Urban Area. As such, the general area is expected to accommodate future medium density residential development.

The composition and purpose statement within the R-U Zoning District states that "In general, the "Residential, Urban" zoning district allows smaller lot sizes and setbacks than the county's other residential zoning districts, giving areas zoned R-U a more urban feel. The district regulations are designed to reflect the urban nature of such neighborhoods as characterized by detached single-family dwellings situated on small lots with narrow yards and modest setbacks. The district regulations are intended to encourage continued improvement and efficient use of existing residential buildings and their accessory structures, while ensuring that infill development will be compatible with the established character of the district", and the proposed development is in accordance with the purpose of the R-U District.

Chapter XI of the Comprehensive Plan outlines the policies, goals, and objectives of the County, and policy statement (3) states "maintain and enhance the County's ability to coordinate a balanced land-use program among various types of residential, commercial, and industrial interests by encouraging development within areas defined as growth centers and/or growth corridors." As previously stated, this general area is designated as Urban Area; thus, with the property being located in the existing West Petersburg neighborhood and with the property having access to the DCWA water and sewer system, this general area may be considered a residential growth center.

## **OVERVIEW OF DEVELOPMENT IMPACTS**

### **Public Utilities, Public Safety & School System Impacts**

As public water and sewer is available in the area, the use of public water and sewer utilities is being utilized by the applicant. It is the intention of the applicants to combine the subject lots/properties so that a dwelling may be located on its own individual lot.

With the proposed lot consolidation allowing for a single-family residence to be constructed, the impacts on public safety services should be minimal.

The impact on the public school system should be minimal based on the school system's census information, which estimates 0.56 students per household, and at current build out (three to five years in normal economic housing market conditions) this proposed development would add one student to the school system with one-third attending elementary, one-third attending middle, and one-third attending high school.

### **Transportation Impacts**

The impacts on the existing transportation network from the proposed development would not warrant the construction of any turn lanes or tapers only a residential driveway entrance.

**Staff Recommendation:**

The planning staff has reviewed the rezoning request and is satisfied that the applicant has addressed the impacts of rezoning the subject property.

Staff recommends APPROVAL of the request to rezone the subject property given that:

1. The zoning classification requested, R-U, Residential Urban, is compatible with the surrounding zoning pattern and surrounding land uses. Further, the R-U Zoning District was created to accommodate further development of the existing lots within the Urban Area including the West Petersburg neighborhood.
2. The requested zoning classification, R-U, Residential Urban, conforms to the underlying uses recommended for this general area as set forth in the Urban Area of the Comprehensive Land Use Plan.

**PLANNING COMMISSION RECOMMENDATION**

The following comments were made by the Planning Commission, Planning staff, and citizens at the February 10, 2016 Planning Commission Public Hearing:

The Chairman asked the members if they had any questions for Mr. Bassett.

Mr. Tucker asked if the rezoning was only for the shaded area shown on the property location map.

Mr. Bassett said that is correct. He said it should be noted, however, that staff has conversed with Ms. Bonner about wanting to rezone the entire neighborhood to the R-U zoning classification. He said he shared with her the idea that staff would meet and work with the neighborhood to help facilitate that process. He reminded Mr. Tucker that the R-U zoning district was created for subdivisions like the West Petersburg neighborhood area.

Mr. McCray asked what the road frontage requirement was for the R-U zoning.

Mr. Bassett said it is fifty (50) feet.

The Chairman asked the members if they had any more questions for Mr. Bassett. He said since there are none would the applicant like to come forward and add anything additional if they so choose. The Chairman said since the applicant is not present he was opening the public hearing portion of the case and asked if there was anyone signed up to speak.

Lavert Beloate – 723 Hills Fork Road, King William, VA said he is an adjacent property owner and from what he was told you had to have three lots on which to build a home. In my opinion, having two lots doesn't provide enough parking space. There are several people with homes on two lots and they are parking their vehicles on other people's property. I don't believe two lots provides enough space to accommodate a house and parking, and for that reason I am against this rezoning.

Timothy Carter – 25611 Surry Ave, Petersburg, VA said he has been cleaning and cutting the two lots that are up for rezoning as long as he's been living across the street. He said he has never seen the owners cut the grass or clean up the trash on the property. He said he doesn't mind people building houses he just wants the owners of those properties to maintain them.

The Chairman said since there is no one else to speak he was closing the public hearing portion of the case. He asked the Commissioners if they had anything else they wanted to discuss before they vote.

Mr. Blaha made a motion and read the following: BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that rezoning, P-16-2 as presented, be recommended for approval to the Board of Supervisors. It was seconded by Mr. McCray and with Mr. Blaha, Mr. Cunningham, Mr. Tucker, Mr. Hayes, Mr. McCray, Mr. Simmons and Dr. Prosis voting "AYE" case, P-16-2, was approved.

**BOARD ACTION**

Since this is a zoning matter, the standard statement regarding Board action on this zoning matter must be read. In order to assist, staff prepared the following statement:

**BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that rezoning, P-16-2, as presented be (approved, approved with proffers, or disapproved) by the Board of Supervisors.**

DINWIDDIE COUNTY PLANNING & ZONING DEPARTMENT  
**LAND USE AMENDMENT APPLICATION**



Dinwiddie County  
 Planning Department  
 P. O. Drawer 70  
 Dinwiddie, Virginia 23841  
 (804) 469-4500 ext. 2117  
 (804) 469-5322 /fax

Rec'd Dec. 15, 2015 Case No.: P-16-2  
 Date Rec'd \_\_\_\_\_ Fee Amount: \$1,500.00  
 Time Rec'd MJB Receipt No: 15-492  
 Pre-Application Conference Date: \_\_\_\_\_  
 This application has been amended: YES  NO   
 Reviewed by: MJB

Information must be typed or printed and completed in full.  
 Attach additional pages where necessary.

**1) LAND USE INFORMATION**

(Circle):  BOS  PC / BZA  New/Renewal  Previous/Renewed Case#: \_\_\_\_\_ Amend Previous Case: Y  N   
 Land Use Taxation: Y  N

Application Type: (Circle One):  Variance  Administrative Variance  Conditional Use Permit  
 Rezoning  Street Vacation  Special Exception  
 Amendment

Description of Request: \_\_\_\_\_

Existing Zoning: R-1 Existing Acreage: \_\_\_\_\_  
 Proposed Zoning: R-U Proposed Acreage: \_\_\_\_\_  
 Total Acreage: \_\_\_\_\_

Water (Circle One):  Public  Well  
 Sewer (Circle One):  Public  On-site Well and Septic

Attached: (circle): Miscellaneous Information  Master Plan  Textual Statement/Proffered Conditions

**2) APPLICANT/AGENT INFORMATION**

Applicant(s): Everett Bros. Properties, Inc Home/Cell# (804) 478-4396  
 Address: 26975 Courthouse Rd, Stony Creek VA 23882 Work# \_\_\_\_\_  
 Agent(s): Christopher L. Everett, President Home/Cell# (804) 704-1061  
 Address: 26975 Courthouse Rd, Stony Creek VA 23882 Work# (434) 634-5115

Property Owner  Contract Purchaser  Other: \_\_\_\_\_

**3) PROPERTY OWNER INFORMATION**

Property Owner's Name and address (see note on last page):  
Everett Bros. Properties, Inc  
26975 Courthouse Rd, Stony Creek VA 23882  
 Contact# (804) 478-4396

Property Owner's Mailing Address (If this address is different from that listed in the Assessor's Office.):  
26975 Courthouse Rd, Stony Creek VA 23882  
 Phone# (804) 704-1061  
Christopher L. Everett, Pres.

Property Tax Parcel Number: 21A-1-180  
21A-1-181

**4.) SUBJECT PARCEL INFORMATION**

General Location of Project:  
Lots 180 and 181 on Surry Avenue, North Dinwiddie 23805  
Renoic Magisterial District, Dinwiddie County, Virginia

Tax Map # 21A-1-180, 181  
 Subdivision Name: West Petersburg  
 Section: Block  
 Address: TBD Surry Ave, N. Dinwiddie 23805  
 Zoning: R1 Acreage N/A  
 Existing Use: Vacant Land  
 Conditions: N/A

Tax Map # \_\_\_\_\_  
 Subdivision Name: \_\_\_\_\_  
 Section: \_\_\_\_\_ Block \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Zoning: \_\_\_\_\_ Acreage: \_\_\_\_\_  
 Existing Use: \_\_\_\_\_  
 Conditions: \_\_\_\_\_

1. Explain fully the proposed use, type of development, operation program, reason for this request, etc.:

The applicant desires to build 1 new single family dwelling on the subject parcel to be used as investment property. The dwelling will be approximately 26' wide x 44' long with 3 bedrooms and 2 full bathrooms.

2. State how this request will not be materially detrimental to adjacent property, the surrounding neighborhood or county in general. Include, where applicable, information concerning: Use of public utilities; effect of request on public schools; effect on traffic, to include means of access to nearest public road; effect on existing and future area development; etc.:

The proposed project will not be detrimental to surrounding properties or neighborhoods because with approval of the RV zoning the proposed home will fit perfectly on the subject parcel without encumbering other surrounding properties. The property will have easy access with road frontage on Surry Avenue. The project will benefit Dinwiddie County with an increased tax base and utilities revenue.

3. List case numbers and explain any existing use permit, special exception, conditional use or variance previously granted on the parcels in question:

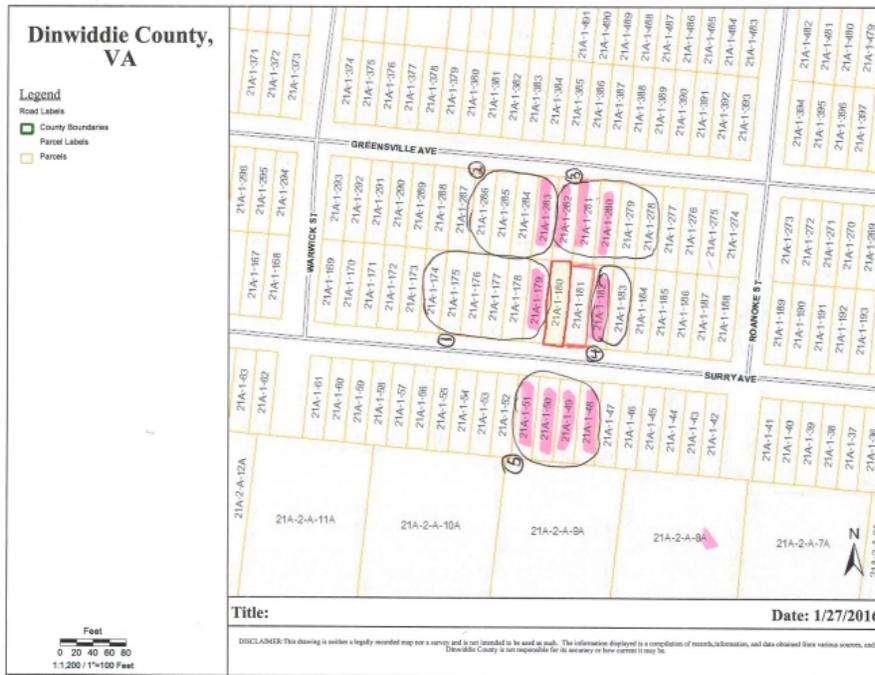
The applicant is not aware of any special exceptions, variances, etc. granted in this subdivision. However, there are a number of property owners in this area that own 2 narrow lots together that are unable to develop them because of the R1 zoning restrictions and setbacks. Approval of the RV zoning for the subdivision would enhance moderate growth and development in this area.

4. If requesting a variance or special exception, explain the unique physical hardship or extraordinary situation that is justification for the request:

The current R1 zoning that governs the subject property is prohibiting the property owner from providing necessary single family housing in this low to moderate income section of Dinwiddie County, Virginia.

5. Complete names and address (including Zip codes) of all owners adjacent, across the road or highway from the property and across any railroad right-of-way, creek, river, from such property must be obtained by the applicant from the Commissioner of the Revenue, Pamplin Administration Building. If such property lies in another county or city, the respective jurisdiction will provide this information to the applicant. Applications with incomplete parcel information will not be accepted.

Property Owner Name	Property Owner Mailing Address		Tax Parcel #
David Leon Alexander Carrie B. Alexander	25616 Surry Ave Petersburg VA 23803	4	21A-1-182
Lavert H. Beloate	723 Hills Fork Rd King William VA 23086	1	21A-1-174-179
Todd G. Bepko 210 Kenneth Crockett	1808 Stuart Ave Petersburg VA 23803	3	21A-1-278-282
Brazilla F. Beloate	25807 Surry Ave Petersburg VA 23803	2	21A-1-283-286
Deborah P. Ellis	6905 Frontage Rd Petersburg VA 23803	5	21A-1-48-51



6. The required fee must accompany this application. A fee schedule is available from the Planning Department, 14016 Boynton Plank Road, Pamplin Administration Building, Dinwiddie Virginia. Checks must be made payable to: "Treasurer, County of Dinwiddie".
7. Enclosed with the application, a copy of the appropriate county tax map with the property marked (provided at pre-application conference) and, if available, a surveyed plat of the entire parcel.
8. Enclose with this application any required plans or plats (plans must be folded).
9. I/We hereby certify that to the best of my/our knowledge all the above statements and the statements contained in any exhibits transmitted are true and that the adjacent property owners listed herewith are the owners of record as of the date of the application:

Date: December 11, 2015

SIGNATURE OF AGENT\* Chris L. Everett, President  
 (Name of person other than, but acting for, the property owner and responsible for this application.)

AGENT'S NAME Christopher L. Everett, President  
 (Typed or printed)

SIGNATURE OF APPLICANT\*\* Chris L. Everett, President  
 (Same name as used in Item 2, Page 1)

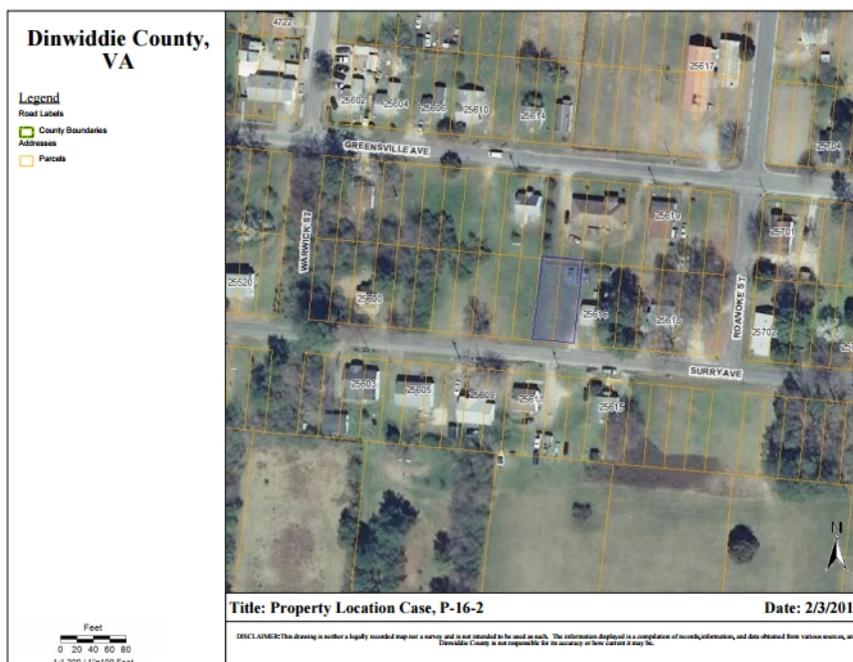
APPLICANT'S NAME By: Christopher L. Everett, President  
 (Typed or printed)

I authorize you, the merchant, to initiate an electronic debit to my account for the amount rendered on this check plus the legal limit returned check fee if the item is dishonored. The use of a check for payment is my acceptance of this policy. Signature Chris L. Everett

Notes: Incomplete application will not be accepted. Any request that requires plans must be accompanied by those plans at the time submission of the application.

\*Agent must file power of attorney from the property owner(s) giving the agent authority to submit this application.

\*\* If the applicant is not the owner of the property, the applicant must file power of attorney from the property owner(s) giving the applicant authority to submit this application.





Ms. Ebron Bonner opened the public hearing on this case.

As there was no one signed up to speak, Ms. Ebron-Bonner closed the public hearing on this case.

*Upon motion of Mr. Moody, seconded by Mr. Chavis,*

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 12.2-2286(A)(7), it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that rezoning, P-16-2, as presented be approved by the Board of Supervisors.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner  
NAYS: None

**B. CASE C-16-1, CONDITIONAL USE PERMIT FOR OPEN PIT SAND AND GRAVEL MINE**

Mark Bassett, Planning Director, presented the below for public hearing and the Board's approval.

**To: W. Kevin Massengill, County Administrator and Board of Supervisors**  
**From: Mark Bassett, Planning Director**  
**Date: March 9, 2016**  
**Subject: March 15 Board of Supervisors Public Hearing for Conditional Use Permit Request, C-16-1**

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Please find the attached Planning Commission meeting summary materials for conditional use permit (CUP) application, C-16-1. The applicant, Samuel H. Shands, and his agent, Donald L. Shaffer are seeking a conditional use permit to utilize Mr. Shands' property, which is located 1,500 feet west of 26714 Troublefield Road, Stony Creek, VA., and contains approximately 116.0 acres, as an open pit sand and gravel mine. The property is zoned A-2, Agricultural General, which zoning classification allows for an open pit sand and gravel mine upon receiving a conditional use permit. After the Planning Commission heard the subject CUP request at their February 10 meeting, the Planning Commission unanimously recommended approval of the CUP with conditions to the Board of Supervisors by a vote of 7-0.

# **Planning Commission Mtg. Summary Report**

File #: C-16-1  
Applicant: Trustee and agent, Donald Shaffer  
CUP Request: To operate an open pit sand and gravel mine  
Property Location: approx. 1,500 west of 26714 Troublefield Road, Stony Creek  
Tax Map Parcel #: 87-13  
Property Size (Proposed Mining Site): approx. 116.0 acres  
Current Zoning: Agricultural, General, A-2  
Magisterial District: Sapony  
Planning Commission Mtg.: February 10, 2016

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## **CUP REQUEST**

The applicant, Samuel H. Shands, and his agent, Donald L. Shaffer are seeking a conditional use permit to utilize the following described property containing approximately 116.0 acres as an open pit sand and gravel mine. The property is located 1,500 feet west of 26714 Troublefield Road, Stony Creek, VA, and is further designated as Tax Map No. 87-13 and is zoned A-2, Agricultural General, which allows such use upon receiving a conditional use permit. The County's Comprehensive Land Use Plan places this property within the Rural Conservation Area which allows limited commercial, service development at the Ordinance defined density.

## **RELATED ATTACHMENTS**

- CUP Amendment Application
- Location Map and Property Photographs

## **OVERVIEW OF PROPOSED OPEN PIT MINING OPERATION**

The proposed mining operation is proposed to be operated similar to the neighboring "Pegram mine" which was approved by the Board of Supervisors with conditions on November 20, 2012. To note, in speaking with Mr. Paul Saunders, Regional Mining Inspector with the Department of Mineral Mining (DMM), the aforementioned existing mining operation, which mining is conducted by the same operator, Shoreline, LLC, is in compliance with the Department of Mineral Mining (DMM). The proposed hours of operation for the sand and gravel mine are from 7:00 AM to 4:00 PM Monday through Friday. To serve area citizens Saturday hours are proposed from 8:00 AM to 2:00 PM. Any additional Saturday hours of operation would be under emergency operations only. The sand and gravel material is mined using an excavator (no blasting is used to extract the material) and the material is then stockpiled on the mine site. The stockpiled material will be loaded from the stockpile into the rubber-tired loader using an excavator. The proposed maximum depth of the mine pit(s) is 14 feet. Over time with the progression of the mining lifts taking place below the existing water table, pooling of water will take place in the mine pit creating a small lake. As the mining in each area of the site is completed, the banks of the lakes created by the mining extraction process are sloped at a three to one slope and these sloped lake banks are stabilized with seed. The mining pit areas are buffered from the surrounding area by constructing earthen berms from the excavated topsoil (it is estimated that there is four inches of topsoil in the mining area), and these earthen berms are three feet in height and four feet wide at the tops of the berms. Any excess topsoil is used to reclaim the mine site post mining by spreading and disking in this topsoil to a depth of four inches and seeding on all areas not covered by water.

The stockpiled sand and gravel material is processed on site utilizing a screening plant at approximately 80 tons per hour. There is no crushing of rock material allowed as part of this mining operation. Any overburden or waste material is stockpiled on site and seeded. Any runoff from the stockpile areas drains back into the mine pit areas. The stockpiled waste material is either sold or is utilized on the site to reclaim the banks and slopes. After the sand and gravel is processed on the mine site, it is hauled offsite utilizing the haul road that extends from Troublefield Road into the site along the existing farm service road. The haul road is to be watered as needed to control dust. It is estimated that no more than 50 truckloads of mined sand and gravel material will be hauled offsite each day during the conditioned hours of operation.

The post mine land use will return to the pre-mine agricultural use. The entire mine site is to be reclaimed by revegetating the site using the stockpiled topsoil and any stockpiled overburden.

## **ZONING ANALYSIS**

The properties surrounding the subject property include single-family residential dwellings, farmland, forestal land uses, and Stony Creek runs along the western property line and the properties are currently zoned A-2, Agricultural, General. The proposed sand and gravel mining operation is to take place on the one parcel, Tax Map Parcel 87-13.

The surrounding properties are zoned Agricultural, General, A-2, and Zoning Ordinance Section 22-75, Permitted Uses, (49) allows open pit sand and gravel mining with a conditional use permit. As designated by the Comprehensive Land Use Plan, the subject property is within the Rural Conservation Area. As such, the Comprehensive Plan states that this general area is expected to accommodate limited commercial and service development.

## **OVERVIEW OF IMPACTS**

The Department of Mines, Minerals, and Energy (DMME) and more specifically the Division of Mineral Mining (DMM) will issue and oversee the required permit/license to operate the proposed mine. The mining operation will be subject to the conditions of the permit/license. Drainage, safety, and reclamation practices are made a part of the permit as are periodic inspections by the operator.

### **Public Utilities, School System, & Public Safety Impacts**

The existing utilities are handled on-site, and the mechanical systems utilized as part of the mining operation: an excavator, a rubber-tired loader, a conveyor, a screening plant, and a dewatering screw the systems needing on-site power will be powered by a 100-hp diesel engine. There are public safety issues involved with the proposed use, and the CUP conditions address the safety related impacts of the mining operation as do the Federal and State guidelines for mining operations.

### **Transportation Impacts**

The impacts on the transportation network are being addressed by VDOT through the commercial entrance permit. VDOT is reviewing the the request to allow a maximum number of 50 dump trucks per day on the days as allowed under the conditions of the CUP to haul the sand and gravel mined at the site to an off-site location(s). Prior to commencement of the mining operation the applicant will comply with all VDOT permitting requirements and entrance design and construction requirements and specifications, including but not limited to driveway entrance alignments, sight line requirements, and tapers and/or turning lanes.

## SITE AND USE ANALYSIS

Staff feels that the request to operate an open pit sand and gravel mining operation on the subject property and haul no more than 50 truckloads of sand and gravel from the site Monday through Saturday and during emergency operations is an appropriate use of the property, and given the configuration of the surrounding land uses and given the surrounding zoning pattern the use is appropriately located.

### Planning Staff Recommendation:

The Staff reviewed the request for the conditional use permit and is satisfied that the applicant has successfully addressed the impacts on the subject property and surrounding area of operating an open pit sand and gravel mining operation and hauling no more than 50 truckloads of sand and gravel from the mine site.

Staff's recommendation of APPROVAL of the conditional use permit to allow the subject to the following conditions:

#### C-16-1 Conditions:

1. Generally. The use of the property shall be limited to open pit sand and gravel mining, and transportation and shall be subject to this conditional use permit. Open pit and sand gravel mining may occur only on Tax Map Parcel 87-13 (totaling approximately 116.0 acres). The only access to and from the mining and site on Tax Map Parcel 87-13 shall be across Tax Map Parcel 87-13.
2. Time of operation. The hours and days of operation for mining, and transportation to and from the mining sites shall be as follows:
  - a. 7:00 AM to 4:00 PM Monday through Friday except Federal and State holidays; and 8:00 AM to 2:00 PM Saturday except Federal and State holidays.
  - b. For emergency operations only from 8:00 a.m. to 4:00 p.m. Saturdays except federal and state holidays an emergency operation shall exist if and only if it is designated by the Commonwealth of Virginia or its agent when the product of the mine is required for the use of the Commonwealth on short notice.
  - c. No mining or transportation to or from the mining sites shall occur (1) outside of the times listed above, (2) on any Sunday, or (3) on any Federal or State holiday.
3. Mining pits; depth. The maximum depth of the mining pits shall not exceed fourteen (14) feet as measured from the initial ground elevation above the bottommost point of the mining pit.
4. No crushing operations are allowed. No crushing of sand, gravel, or stone shall be allowed on the mine site as part of the mining operation.
5. No blasting allowed. No blasting shall be allowed on the mine site as part of the mining operation. All mining shall be done utilizing an excavator.
6. No public access. No public access shall be permitted to the mining sites.

7. Berms for sites close to property lines. Mining sites in close proximity to an adjacent property line shall have an earthen berm buffer at or in close proximity to the mine pit or mined site three (3) feet in height and four (4) feet in width at the top of the berm. Each berm shall be seeded.
8. Hauling operations. A maximum of fifty (50) truckloads of mined material to include sand, gravel, topsoil, overburden, and spoils shall be hauled from the mine site each day only during the hours and days set forth in Condition Number Two (2) above. The operator shall be required to make a daily inspection of the road within 200 hundred feet of any entrance to the mine and shall be required to sweep any debris within 200 hundred feet of any entrance to the mine placed on the road by the hauling of sand, gravel, top soil, over burdens, oil and other materials associated with the operation of the mine.
9. Permits, reports, etc.
  - a. All applicable federal, state, and local permits shall be obtained and filed with the Dinwiddie County Planning Department prior to commencing operations. This conditional use permit is effective only upon receipt by the Dinwiddie County Planning Department of all such permits.
  - b. All applicable federal, state, and local permits shall be maintained in good standing by owner/operator. Owner/operator shall provide copies of such permits to Dinwiddie County Planning Department during operations. Failure to maintain all applicable permits shall be grounds for revocation of this conditional use permit.
  - c. Copies of violations and/or reports to or from applicable federal and state agencies shall be made available to Dinwiddie County upon request of the County.
10. Compliance with laws. All operations pursuant to this conditional use permit shall be conducted in compliance with all applicable federal, state and local laws and regulations.
11. Annual review. This conditional use permit shall be reviewed a minimum of once per calendar year to evaluate compliance with conditions contained herein.

#### **PLANNING COMMISSION RECOMMENDATION**

At the February 10, 2016 Planning Commission meeting, the Planning Commission held the Public Hearing for the subject CUP request.

After Mr. Bassett presented the Planning staff report, the Chairman asked the members if they had any questions for Mr. Bassett.

Mr. Tucker asked if the Division of Mines and Minerals is responsible for ensuring an applicant keeps dust levels down.

Mr. Bassett said yes they do. However, Mr. Shaffer could better answer that question when he stands before the members.

Mr. Cunningham asked if the conditions on this property mirror the conditions that were placed on Mr. Pegram's property.

Mr. Bassett said they do with two additional changes requested by the applicant. The first change is in the hours of operation. The applicant wants to add Saturday hours from 8:00 a.m. to 2:00 p.m. The applicant's reasoning for this change was because property owners in the surrounding area stated they would not be able to get to the site in an effort to obtain product during the weekday hours. The second change is in the number of truck loads. The applicant would like to increase from forty (40) truck loads to fifty (50) truck loads. The applicant's reasoning for this change was because the Shand's property is over one hundred (100) acres and the Pegram's property was only around forty (40) to fifty (50) acres.

Mr. Cunningham asked if it has been a couple of years since the Conditional Use Permit was done for Mr. Pegram and if so has staff conducted an annual review of the property.

Mr. Bassett said the Planning Department's Code Compliance Office has been by the property and the Code Compliance Officer didn't notice anything that was out of compliance with the conditions that were approved. Also, staff has not received any complaints since the "Pegram" mine has been in operation.

Mr. McCray asked if there has ever been complaints or accidents reported to the Sheriff's Office involving the road, the mine, or its operation.

Mr. Bassett said we have not checked with the Sheriff's Office, but we have never been informed that there has been any accidents or anything related to the operation of the mine.

The Chairman asked the members if they had any more questions of Mr. Bassett. He said since there are none would the applicant or their representative like to come forward and add anything additional if they so choose.

Mr. Donald Shaffer – 514 Shoreline Road, Carrollton, VA said he doesn't have anything to add to what Mr. Bassett has said but he would like to answer the questions raised by the Commissioners. He said Mr. Pegram's property is almost finished being mined. There is about two years left. When we are finished with his property we will begin working on Mr. Shand's property. It will take about a year to get through all the preparation stages before we can start digging. To the question about dirt and dust, I want you to know that we are regulated closely by DMM and they ensure we keep the dust and dirt levels within the state standards. As far as traffic problems, we have not had any vehicular accidents or complaints. We also have not had any problems with the Sheriff's Office.

Mr. Tucker asked Mr. Shaffer if he was aware that for at least two years there could be the possibility of ninety (90) truckloads on the road (forty from the existing "Pegram" mining operation and fifty from the proposed mining operation).

Mr. Shaffer said he wished he could have ninety (90) truckloads on the road, but he was aware of the possibility.

Mr. Hayes said he wants to give some perspective on the ninety (90) truckloads a day and why that number is not that significant. A recent traffic count was done on Troublefield Road and it had an average daily traffic count of two hundred and ninety (290) vehicles per day.

So where ninety (90) truckloads may seem like a lot it is not. It is crucial to remember that the most important thing we need to consider is the capacity. It is the driving issue for state maintained roads. It is the reason why more lanes may be needed. This road can handle thousands of cars a day easily. So from a capacity standpoint ninety (90) truckloads is nothing.

Mr. Cunningham said the reason he asked about the annual review and if any complaints were lodged against the Pegram's property is because he wanted to see if Mr. Shaffer was doing exactly what he said he would do as well as what we asked him to do. It seems to me, based on not having any complaints that he is complying and I appreciate and commend him for that.

The Chairman asked the Commissioners if they had any more questions for Mr. Shaffer. He said if not he was opening the public hearing portion of the case. He asked if there was any one signed up to speak. He said since there is no one signed up to speak he was closing the public hearing portion of the case. He asked the Commissioners if they had anything else they wanted to discuss before they vote.

Mr. Cunningham made a motion and read the following: BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that conditional use permit, C-16-1, as presented for an open pit sand and gravel mining operation be recommended for approval with conditions to the Board of Supervisors. It was seconded by Mr. Tucker with Mr. Tucker, Mr. McCray, Mr. Blaha, Mr. Hayes, Mr. Cunningham, Mr. Simmons and Dr. Prosisie voting "AYE" C-16-1 was approved.

**BOARD OF SUPERVISORS' ACTION**

Since this is a zoning matter, the standard statement regarding Board of Supervisors' action on this zoning matter must be read. In order to assist, the following motion is recommended as follows:

**BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that conditional use permit, C-16-1, as presented be (approved with conditions, OR disapproved) by the Board of Supervisors.**

DINWIDDIE COUNTY PLANNING & ZONING DEPARTMENT  
**LAND USE AMENDMENT APPLICATION**



Dinwiddie County  
 Planning Department  
 P. O. Drawer 70  
 Dinwiddie, Virginia 23841  
 (804) 469-4500 ext. 2117  
 (804) 469-5322 /fax

Rec'd MS Case No.: C-16-1  
 Date Rec'd Dec. 2, 2015 Fee Amount: \$1,500.00  
 Time Rec'd 1:00 PM Receipt No: 23501  
 Pre-Application Conference Date: \_\_\_\_\_  
 This application has been amended: YES  NO   
 Reviewed by: Mark [Signature]

Information must be typed or printed and completed in full. Feb. 10, 2016 P.C. Mfg.  
 Attach additional pages where necessary. 7:00 PM

<b>1) LAND USE INFORMATION</b>	
(Circle): <u>BOS</u> <u>PC</u> / BZA	<input checked="" type="checkbox"/> New Renewal Previous/Renewed Case#: _____
Amend Previous Case: Y / N Land Use Taxation: Y / N	
Application Type: (Circle One): <input type="checkbox"/> Variance <input type="checkbox"/> Administrative Variance <input checked="" type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Rezoning <input type="checkbox"/> Street Vacation <input type="checkbox"/> Special Exception <input type="checkbox"/> Amendment	
Description of Request: <u>MINING SAND AND GRAVEL</u>	
Existing Zoning: <u>AGRICULTURE</u>	Existing Acreage: <u>116</u>
Proposed Zoning: _____	Proposed Acreage: _____
Total Acreage: _____	
Water (Circle One): Public <input type="checkbox"/> Well ( <u>LAKE WATER</u> ) <input checked="" type="checkbox"/>	
Sewer (Circle One): Public <input type="checkbox"/> On-site Well and Septic ( <u>PORT-A-JOHN</u> ) <input checked="" type="checkbox"/>	
Attached: (circle): Miscellaneous Information/Master Plan/Textual Statement/Proffered Conditions	
<b>2) APPLICANT/AGENT INFORMATION</b>	
Applicant(s): <u>SAMUEL H SHANDS</u>	Home/Cell# <u>757 377-9000</u>
Address: <u>26714 TROUBLEFIELD RD STONY CREEK VA 23382</u>	Work# _____
Agent(s): <u>DONALD L. SHAFER</u>	Home/Cell# <u>757 377-9000</u>
Address: <u>514 SHORELINE RD CARROLLTON VA, 23314</u>	Work# <u>SAME</u>
<input type="checkbox"/> Property Owner <input type="checkbox"/> Contract Purchaser <input checked="" type="checkbox"/> Other: <u>AGENT</u>	
<b>3) PROPERTY OWNER INFORMATION</b>	
Property Owner's Name and address (see note on last page): <u>SAMUEL H SHANDS</u> <u>26714 TROUBLEFIELD RD STONY CREEK VA 23382</u>	Property Owner's Mailing Address (If this address is different from that listed in the Assessor's Office.): _____
Contact# _____	_____
Property Tax Parcel Number: <u>87-13</u>	Phone# _____

1. Explain fully the proposed use, type of development, operation program, reason for this request, etc.:

BORROW PIT OPERATION TO PRODUCE SAND AND GRAVEL FOR ASPHALT AND CONCRETE MATERIALS

2. State how this request will not be materially detrimental to adjacent property, the surrounding neighborhood or county in general. Include, where applicable, information concerning: Use of public utilities; effect of request on public schools; effect on traffic, to include means of access to nearest public road; effect on existing and future area development; etc.:

ALL OPERATIONS WILL BE SURROUNDED BY EXISTING TREES AND EARTH BERMS. PUBLIC UTILITIES (ELEC) FOR OFFICE. NO EFFECT ON PUBLIC SCHOOLS. INGRESS AND EGRESS FOR TRAFFIC WILL BE DETERMINED BY VDOT. ALL DISTURBED AREAS WILL BE RECLAIMED AS PER DMM.

3. List case numbers and explain any existing use permit, special exception, conditional use or variance previously granted on the parcels in question:

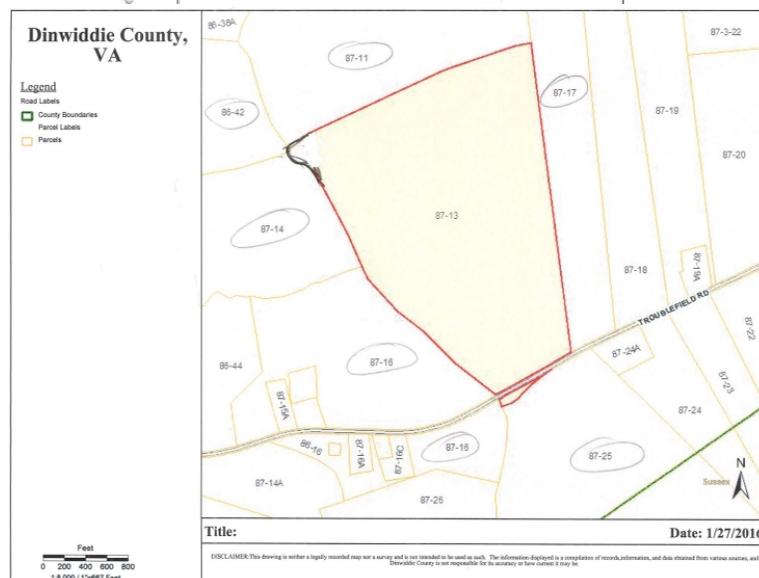
N/A

4. If requesting a variance or special exception, explain the unique physical hardship or extraordinary situation that is justification for the request:

N/A

5. Complete names and address (including Zip codes) of all owners adjacent, across the road or highway from the property and across any railroad right-of-way, creek, river, from such property must be obtained by the applicant from the Commissioner of the Revenue, Pamplin Administration Building. If such property lies in another county or city, the respective jurisdiction will provide this information to the applicant. Applications with incomplete parcel information will not be accepted.

Property Owner Name	Property Owner Mailing Address	Tax Parcel #	
SHANDS, SAMUEL H	26714 TROUBLEFIELD RD STONY CREEK, VA 23882	MAP 87-13	own
BROWN, ANTHONY & SHANDS, SAMUEL H	26714 TROUBLEFIELD RD STONY CREEK, VA 23882	MAP 87-11	1
PEGRAM, GLOVER W. & CYNTHIA R.	P.O. BOX 161 STONY CREEK, VA 23882	MAP 87-16	2
HOFFLER, ROBERT E. & ROBERT EUGENE JR.			
PEGRAM, GLOVER W.	P.O. BOX 161 STONY CREEK, VA 23882	MAP 86-42	2
PEGRAM, GLOVER W.	P.O. BOX 161 STONY CREEK, VA 23882	MAP 87-14	2
Betha Lee & JUNE	22619 Boydton Plank ROAD McKenney VA 23072	MAP 87-25	4
BOSTON, MATTIE 40 GEORGE BOSTON	9500 Plum Circle Richmond VA 23237	MAP 87-17	3
SUSSEX COUNTY Planning Dept	15000 COURTHOUSE ROAD Sussex VA 23084		6



6. The required fee must accompany this application. A fee schedule is available from the Planning Department, 14016 Boynton Plank Road, Pamplin Administration Building, Dinwiddie Virginia. Checks must be made payable to: "Treasurer, County of Dinwiddie".
7. Enclosed with the application, a copy of the appropriate county tax map with the property marked (provided at pre-application conference) and, if available, a surveyed plat of the entire parcel.
8. Enclose with this application any required plans or plats (plans must be folded).
9. I/We hereby certify that to the best of my/our knowledge all the above statements and the statements contained in any exhibits transmitted are true and that the adjacent property owners listed herewith are the owners of record as of the date of the application:

Date: 11-23-15, 2015

SIGNATURE OF AGENT [Signature]  
 (Name of person other than, but acting for, the property owner and responsible for this application.)

AGENT'S NAME DONALD L. SHAFFER  
 (Typed or printed)

SIGNATURE OF APPLICANT [Signature]  
 (Same name as used in Item 2, Page 1)

APPLICANT'S NAME SAMUEL SHANDS  
 (Typed or printed)

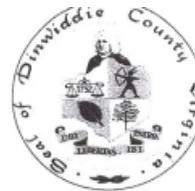
I authorize you, the merchant, to initiate an electronic debit to my account for the amount rendered on this check plus the legal limit returned check fee if the item is dishonored. The use of a check for payment is my acceptance of this policy. Signature \_\_\_\_\_

Notes: Incomplete application will not be accepted. Any request that requires plans must be accompanied by those plans at the time submission of the application.

\*Agent must file power of attorney from the property owner(s) giving the agent authority to submit this application.

\*\* If the applicant is not the owner of the property, the applicant must file power of attorney from the property owner(s) giving the applicant authority to submit this application.

**DINWIDDIE COUNTY PLANNING  
&  
ZONING DEPARTMENT  
SPECIAL LIMITED POWER OF  
ATTORNEY APPLICATION**



Planning Department – Post Office Drawer 70 – Dinwiddie, Virginia 23841  
 Phone (804) 469-4500 ext. 2117 Fax (804) 469-5322

Know all men by these presents: That I (We)

(Name): SAMUEL H. SHANDS (Telephone): \_\_\_\_\_

(Address): 26714 TROUBLEFIELD RD STONY CREEK VA 23882

The owner(s) of all those tracts or parcels of land ("Property") conveyed to me (us), by deed recorded in the Clerk's Office of the Circuit Court of the County of Dinwiddie, Virginia, by

Instrument No. \_\_\_\_\_, on Page \_\_\_\_\_, and is described as Tax Map Parcel #. 87-13 do hereby make, constitute and appoint

(Name): DONALD SHAFFER (Telephone): 751 377 9000

(Address): 514 SHORELINE RD CARROLLTON, VA 23314

To act as my true and lawful attorney-in-fact and in my (our) name, place and stead with full power and authority I (we) would have if acting personally to file planning applications for my (our) above described Property, to include (put a checkmark next to the appropriate action that applies(y):

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Rezoning Request (including proffers) | <input type="checkbox"/> Building Permit(s)       |   |
| <input checked="" type="checkbox"/> Conditional Use Permit     | <input type="checkbox"/> Subdivision Exception    | <input type="checkbox"/> Landscape Plan       |
| <input type="checkbox"/> Preliminary Subdivision Plat          | <input type="checkbox"/> Site Plan of Development | <input type="checkbox"/> Lighting Plan        |
| <input type="checkbox"/> Final Subdivision Plat                | <input type="checkbox"/> Site Plan Modification   | <input type="checkbox"/> Transfer of Approval |
| <input type="checkbox"/> Subdivision Construction Plans        | <input type="checkbox"/> Variance Request         |   |

My attorney-in-fact shall have the authority to offer proffered conditions and to make amendments to previously approved proffered conditions except as follows:

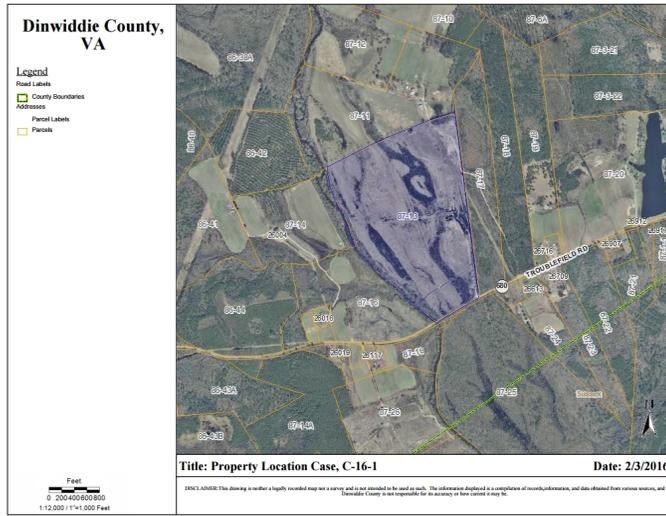
This authorization shall expire one year from the day it is signed, or unto it is otherwise rescinded or modified in witness thereof, I (we) have hereto set my (our) hand and seal this 23<sup>rd</sup> day of November, 2015.

Signature(s) [Signature]  
 State of Virginia, City/County of Dinwiddie, To-wit:  
Robin H. Banty, a Notary Public in and for the jurisdiction aforesaid, certify that the person(s) who signed to the foregoing instrument and who is (are) known to me, personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 23<sup>rd</sup> day of November, 2015

My commission expires: 10-31-2018

[Signature]  
 Notary Public





Ms. Ebron Bonner opened the public hearing on this case.

As there was no one signed up to speak, Ms. Ebron-Bonner closed the public hearing on this case.

*Upon motion of Mr. Lee, seconded by Mr. Moody,*

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 12.2-2286(A)(7), it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that rezoning, C-16-1, as presented be approved with conditions by the Board of Supervisors.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner  
 NAYS: None

**13. OLD/NEW BUSINESS**

**A. APPOINTMENTS**

There were no appointments made at this meeting.

**14. CITIZEN COMMENTS**

Michael May spoke about the Comcast Franchise Agreement.

**15. BOARD MEMBER COMMENTS**

Dr. Moore acknowledged Mr. May's concerns. He also spoke regarding the rezoning case stating that the R-U zoning was created for this purpose, and he hopes it will have a positive influence on the West Petersburg area.

Ms. Ebron-Bonner also acknowledged Mr. May's concerns.

**16. ADJOURNMENT**

*Upon motion of Mr. Moody, seconded by Mr. Lee, the meeting was adjourned at 7:46 PM.*

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner  
 NAYS: None

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Brenda Ebron-Bonner  
 Chair

ATTEST: \_\_\_\_\_  
 W. Kevin Massengill  
 County Administrator  
 Clerk to the Board

/sbw