

BOARD OF SUPERVISORS MEETING

October 3, 2023

The regular meeting of the Campbell County Board of Supervisors was held on the 3rd day of October 2023 in the Board of Supervisors meeting room of the Walter J. Haberer Building, Rustburg, Virginia. The members present were:

Matt W. Cline, Chairman, Presiding	Concord Election District
Kenneth R. Brown	Spring Hill Election District
Justin A. Carwile	Timberlake Election District
Jon R. Hardie	Rustburg Election District
A. Dale Moore	Altavista Election District
Steve W. Shockley	Sunburst Election District
Charlie A. Watts II	Brookneal Election District

Also present were:

Frank J. Rogers, County Administrator
Clifton M. Tweedy, Deputy County Administrator
F. E. "Tripp" Isenhour, III, County Attorney
Catherine H. Moore, Clerk

Chairman Cline called the meeting to order at 6:05 p.m. Following the Pledge of Allegiance, a moment of silence was observed.

// APPROVAL OF MINUTES

On motion of Supervisor Cline, it was resolved the Board of Supervisors dispenses with the reading and approves the minutes of the June 20, 2023 and August 15, 2023 meetings as presented.

The vote was: Aye: Brown, Carwile, Cline, Hardie, Moore, Shockley, Watts
Nay: None
Absent: None

// BROOKVILLE HIGH SCHOOL RENOVATION PROJECT BOND RESOLUTION

The Board of Supervisors previously authorized the renovation and expansion of Brookville High School not to exceed \$50 million and construction of an approximately 100,000 square foot shell building for economic development purposes. Because the School Division successfully secured a \$15 million grant toward the project and the County and Schools were successful in securing a Literary Loan at 2% interest for \$25 million of the project, this project would be done within budget and in accordance with the Plan of Finance as presented by the County's Financial Advisors.

F. Jessie Bausch, Bond Counsel, for Sands Anderson presented a resolution for the Board's approval. David Rose, Financial Advisory, Davenport was also present. Due to the County's good credit position, the loan could be made without a need for collateral. The resolution would be presented to the IDA this month followed by the bond closing and sale. The vote would require a roll call vote.

On motion of Supervisor Carwile, it was resolved the Board of Supervisors adopts the following resolution:

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF CAMPBELL, VIRGINIA APPROVING PUBLIC FACILITY
REVENUE BOND ISSUANCE**

WHEREAS, the County of Campbell, Virginia (**the "County"**) has a need to finance the acquisition, construction, installation and equipping of a variety of County and school capital projects, including, but not limited to, a portion of the costs of renovation and equipping Brookville

High School in the County (**the “2023A Project”**) and an approximately 100,000 square-foot shell building for economic development purposes (**the “2023B Project,” and, together with the 2023A Project, the “Projects”**); and

WHEREAS, the Board of Supervisors (**the “Board”**) of the County will request the Industrial Development Authority of the County of Campbell, Virginia (**the “Authority”**) to (a) issue, offer and sell its public facility revenue bonds in an amount of up to \$11,000,000 (**the 2023A Bonds”**) to finance a portion of the costs of the 2023A Project and its taxable public facility revenue bonds in an amount up to \$12,500,000 (**the “2023B Bonds,” and, together with the 2023A Bonds, the “Bonds”**) to finance the 2023B Project, plus costs of issuance of each respective series of Bonds, to accomplish certain purposes of the Virginia Industrial Development Revenue Bond Act (**the “Act”**), with the Board providing its moral obligation in support of the payment of the Bonds, (b) secure the Bonds by a financing agreement between the Authority and the County pursuant to which the County agrees to make payments to or on behalf of the Authority sufficient to pay principal of and interest on the Bonds when due, subject to annual appropriation by the Board and assign such rights (except the right to receive indemnification, to receive notices and to give consents and to receive its administrative expenses) to a corporate trustee to be selected by the County (**the “Trustee”**), under an indenture of trust between the Authority and the Trustee, which is to be acknowledged and consented to by the County, all in accordance with a bond purchase agreement among (i) an underwriter or group of underwriters to be selected as described below (**the “Underwriter”**) based on input from the Davenport & Company LLC (**the “Financial Advisor”**), financial advisor to the County, (ii) the County and (iii) the Authority; and

WHEREAS, the payments to be made to the Authority by the County pursuant to the financing agreement will be payable solely from funds appropriated therefor by the Board from time to time and will not under any circumstances constitute a pledge of the full faith and credit or taxing power of the County; and

WHEREAS, there have been presented to this meeting drafts of the following documents (**collectively, the “Documents”**) in connection with the transactions described above, copies of which shall be filed with the records of the County Administrator:

- a. an Indenture of Trust between the Authority and the Trustee, and approved by the County, relating to the issuance of the Bonds (**the “Indenture”**);
- b. a Financing Agreement between the Authority and the County establishing the County’s payments sufficient to pay debt service on the Bonds (**the “Financing Agreement”**);
- c. a Bond Purchase Agreement, among the Authority, the County and the Underwriter, pursuant to which the Bonds are to be issued (**the “Bond Purchase Agreement”**);
- d. a Specimen 2023A Bond and a Specimen 2023B Bond.

WHEREAS, there has also been presented to this meeting a copy of the Preliminary Official Statement (**the “Preliminary Official Statement”**) relating to the public offering of the Bonds that has been prepared in connection with the issuance and sale of the Bonds;

NOW THEREFORE, BE IT RESOLVED BOARD OF SUPERVISORS OF THE COUNTY OF CAMPBELL, VIRGINIA:

1. The issuance and sale of the Bonds, pursuant to and upon the terms and conditions set forth herein and in the Indenture and the Bond Purchase Agreement and the financing of the Projects for the benefit of the County are hereby approved and authorized. The following plan for financing the costs of the Projects is approved. The Authority shall use the proceeds from the issuance of the 2023A Bonds to finance the 2023A Project and the proceeds of the 2023B Bonds to finance the 2023B Project, along with respective costs of issuance. The County shall make basic payments under the Financing Agreement sufficient to pay when due the interest and principal on the Bonds. The obligation of the Authority to pay principal and interest on the Bonds will be limited to payments received from the County under the Financing Agreement. The obligation of the County to make payments under the Financing Agreement will be subject to the Board making annual appropriations for such purpose. The Board on behalf of the County has adopted this resolution as its moral obligation to the repayment of the Bonds.

2. The Documents shall be in substantially the forms submitted to this meeting, which are hereby approved with such completions, omissions, modifications, insertions and changes, including, but not limited to rates, redemption premium, payment dates, amounts, prices, maturities, as may be approved, based on the recommendation of the Financial Advisor, by the Chairman or in his absence, the Vice Chairman, of the Board (**together, the “Chairman”**), the County Administrator (**the “County Administrator”**) or the other officers executing them, their execution to constitute conclusive evidence of his or her approval of any such completions, omissions, modifications, insertions and changes.

3. The Chairman or the County Administrator and all other appropriate officers of the County are each hereby authorized and directed to execute the Documents and to deliver the Documents to the other parties thereto and to execute all certificates and documents, including but not limited to a federal tax compliance certificate and agreement relating to the tax-exempt status of the interest on the Bonds and a continuing disclosure agreement relating to compliance with the below-described Rule, and to take all such further action as they may consider necessary or desirable in connection with the issuance and sale of the Bonds and the financing of the Projects.

4. The Preliminary Official Statement in the form presented to this meeting is approved with respect to the information contained therein pertaining to the County. The Underwriter is authorized to distribute to prospective purchasers of the Bonds, the Preliminary Official Statement in form deemed to be “near final,” within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (**the “Rule”**), with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the Chairman or the County Administrator. Such distribution shall constitute conclusive evidence that the County has deemed the Preliminary Official Statement to be final as of its date within the meaning of the Rule, with respect to the information therein pertaining to the County. The Chairman or the County Administrator is authorized and directed to approve such completions, omissions, insertions and other changes to the Preliminary Official Statement that are necessary to reflect the terms of the sale of the Bonds, determined as set forth in paragraph 5, and the details thereof and that are appropriate to complete it as an official statement in final form (**the “Official Statement”**) and distribution thereof by the Underwriter shall constitute conclusive evidence that the County has deemed the Official Statement final as of its date within the meaning of the Rule, with respect to the information contained therein pertaining to the County.

5. The County hereby authorizes the sale of the Bonds to the Underwriter to be selected by the Chairman or the County Administrator (**the “County Representative”**) who is authorized and directed to enter into the Bond Purchase Agreement containing the terms and the price or prices upon which the Bonds shall be sold to the Underwriter, which terms and prices shall be established by the County Representative, upon negotiation with the Underwriter, based on the recommendations of the Financial Advisor, and not inconsistent with the provisions of this Resolution. The Bonds shall mature not later than June 30, 2049, with such shorter maturities and sinking fund and optional redemption provisions as the officers of the County approving such terms shall deem appropriate based on the recommendation of the Underwriter and the Financial Advisor but any redemption premium shall not exceed two percent (2%), and the true interest costs of the 2023A Bonds shall not exceed six percent (6.00%) per annum and the true interest costs of the 2023B Bonds shall not exceed seven and one half percent (7.50%) per annum.

6. If the County Representative determines that it is in the best interest of the County to sell any Bonds in a competitive sale rather than a negotiated sale, then the County Representative is authorized and directed to cause an official notice of bond sale to be issued and accept a qualifying bid or qualifying bids for the purchase of the Bonds which results in the lowest “true” or “Canadian” interest cost to the County, and the Bonds shall bear interest at such rate or rates and shall be sold at such price or prices as may be set forth in the bid(s) accepted by the County Representative. Notwithstanding anything to the contrary herein, by 5:00 p.m. on the date prior to the sale date of any Bonds identified in the official notice of sale for the Bonds, if any, if either no underwriter or only one underwriter has advised of its intention to bid on the Bonds, the County Representative, after consultation with the County's financial advisor and the County's bond counsel, is authorized to remove such series or maturities of Bonds from the bidding process and to pursue a negotiated sale for such series or maturities of Bonds. The approval of the final terms and conditions of the Bonds subject to the foregoing parameters shall be evidenced conclusively by the execution and delivery of the Bonds in accordance with Sections 1 and 5 of this Resolution. The County Representative shall then, based on the recommendation of the County's Financial

Advisor (a) determine the principal amount of the Bonds, subject to the limitations set forth herein, (b) determine the interest rates of the Bonds, maturity schedule of the Bonds, and the price to be paid for the Bonds, subject to the limitations set forth herein, (c) determine the redemption provisions of the Bonds, and (d) determine the dated date, the principal and interest payment dates and the Record Date of the Bonds, and whether municipal bond insurance is appropriate to secure the same, all as the County Representative determines to be in the best interests of the County.

7. If the County Representative, in consultation with the Financial Advisor and Bond Counsel, determines that it is in the best interest of the County to finance the Bonds through a lease/leaseback arrangement with the Authority, then the County Representative is authorized to enter into a ground lease and financing lease whereby the County leases to the Authority and leases back from the Authority one or more County-owned properties (**the “Leased Property”**), as approved by the Board, to establish rental payments sufficient to pay debt service on the Bonds. Any such ground lease may have a term of up to forty (40) years and any such financing lease shall have a term equivalent to the final maturity for the Bonds. The Authority’s rights under the financing lease may be assigned to the Trustee for the benefit of the bondholder pursuant to an assignment agreement. The Leased Property, if any, is hereby declared to be essential to the efficient operation of the County, and the Board anticipates that the Leased Property will continue to be essential to the operation of the County during the term of the Bonds.

8. The Chairman or the County Administrator is authorized and directed to execute, deliver and, as appropriate under Paragraph 7 hereof, record the Financing Agreement, any lease and assignment agreements and all necessary certificates and documents and to approve the terms of the Indenture and to take all such further action as they may consider necessary or desirable in connection with the issuance and sale of the Bonds and the financing of the Projects. The Chairman or the County Administrator is authorized to select a corporate trustee to act as Trustee under the Indenture. The Chairman, the County Administrator, County Attorney, County Treasurer and County Finance Director and all other officers of the County are hereby authorized and directed to work with representatives of the Authority, the Financial Advisor, Bond Counsel (Sands Anderson PC), the Underwriter and counsel to the Underwriter to perform all services and prepare all documentation necessary to bring the Bonds to market and to issue the same.

9. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

10. The County represents and covenants that it shall not take or omit to take any action the taking or omission of which will cause the 2023A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (**the “Code”**) or otherwise cause the interest on the 2023A Bonds to be includable in gross income for Federal income tax purposes under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the Authority or the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds from the sale of the 2023A Bonds. The 2023B Bonds are expected to be issued as taxable obligations for Federal income tax purposes.

11. Nothing in this Resolution, the Bonds, the Documents or the Bond Purchase Agreement shall constitute a debt or a pledge of the faith and credit of the Authority or the County, and the Authority shall not be obligated to make any payments under the Bonds or the Documents except from payments made by or on behalf of the County under the Financing Agreement or similar lease arrangement pursuant to annual appropriation thereof in accordance with applicable law. The Board, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intent to make annual appropriations in future fiscal years in amounts sufficient to make all payments under the Financing Agreement or similar lease arrangement, if any and hereby recommends that future Boards do likewise during the term of thereof.

12. The Board of Supervisors has determined to authorize the County, if and as necessary, to utilize SNAP in connection with the investment of the proceeds of the Bonds.

13. The Board of Supervisors hereby approves Sands Anderson PC serving as Bond Counsel.

14. All other acts of the officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds and the undertaking and financing of the Projects are ratified and approved.

15. This Resolution shall take effect immediately.

CERTIFICATION OF ADOPTION OF RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Campbell, Virginia hereby certifies that the Resolution set forth above was adopted during an open meeting on October 3, 2023, by the Board of Supervisors with the following votes:

Aye: Kenneth R. Brown
 Justin A. Carwile
 Matt W. Cline
 Jon R. Hardie
 A. Dale Moore
 Steve W. Shockley
 Charlie A. Watts

Nay: None

Absent: None

Abstentions: None

// BROOKVILLE HIGH SCHOOL PPEA INTERIM AGREEMENT AUTHORIZATION

Earlier this year the County received an unsolicited PPEA proposal from English Construction, Inc. for the renovation of Brookville High School and construction of a new elementary school. On April 7, 2023, the County published a request for competing proposals for renovations to Brookville High School only. On June 2, 2023 the County received two additional competing proposals from Blair Construction, Inc. and Jamerson Lewis Construction who expressed interest in the project.

After a review of all three proposals and a presentation to the School Board and the Joint Committee, the Schools and County determined that proceeding with the procurement process with Blair Construction, Inc., using competitive negotiation procedures was likely to be advantageous to the Owner and the public based upon probable scope, complexity, urgency of the renovation project, risk sharing, added value and economic benefit that would not otherwise be available. Ken Becraft of Blair Construction was present for the discussion.

Blair Construction has been working with the Schools staff for the past few months to determine the detailed scope of the renovations being planned for Brookville High School based on the original proposal. Due to the complexity of the improvements and the need to prepare 35% of the documents to insure the accuracy of the project costs, Blair requested to approve an interim agreement instead of moving directly to a comprehensive agreement. The costs of \$1,350,000 were detailed in the agreement presented for approval. This cost would be applied toward the \$50 million approved for the project. Normally an interim agreement was used to cover the commitment of designing a project of this size when using the PPEA process. Blair has negotiated this Interim Agreement consistent with the PPEA, other applicable law, the PPEA Guidelines, Design-Builder's Proposal and discussions between the representatives of the Owner and the Design-Builder.

After approval of the 35% documents, the next step would be consideration of the Comprehensive Agreement with Blair Construction by the PPEA RFP process. This agreement would be ready for presentation to the Board later this year with plans to start construction by early January 2024.

On motion of Supervisor Carwile, it was resolved the Board of Supervisors approves the following agreement and authorizes proceeding with the Brookville High School Renovation Project:

THIS INTERIM AGREEMENT (this “Interim Agreement”) is entered into as of October 3, 2023 between **CAMPBELL COUNTY, VIRGINIA** (“the “Owner”), a political subdivision of the Commonwealth of Virginia, and **BLAIR CONSTRUCTION, INC.** (“the Design-Builder”). The Owner and the Design-Builder are referred to individually as a “Party” and collectively as “the Parties”.

Recitals

R-1. The Owner has adopted procedures to implement the Virginia Public-Private Education Facilities and Infrastructure Act of 2002 (“PPEA”), Section 56-575.1, et seq., of the Code of Virginia, 1950, as amended.

R-2. On April 7, 2023, the Owner published an unsolicited PPEA from English Construction Co. Inc. for the renovation to Brookville High School and to construct a new elementary school, and requested competing proposals for only renovations to Brookville High School in Lynchburg, Virginia.

R-3. By the closing date, June 2, 2023, the Owner received two additional competing proposals, those being Blair Construction, Inc. and Jamerson Lewis who expressed interest in the project.

R-4. The Owner accepted all the English Construction Co. Inc. and Blair Construction, Inc. proposals and invited all the two contractors to present their proposals before a county evaluation committee. The Owner conducted one interview with each of the two accepted proposers. The Owner determined that proceeding with the procurement process with Blair Construction, Inc., using competitive negotiation procedures was likely to be advantageous to the Owner and the public based upon probable scope, complexity, or urgency of the Project, risk sharing and added value, and economic benefit from the Project that would not otherwise be available.

R-5. The Parties have negotiated this Interim Agreement consistent with the PPEA, other applicable law, the PPEA Guidelines, Design-Builder’s Proposal, and discussions between the representatives of the Owner and the Design-Builder

R-6. The Parties acknowledge and agree that this Agreement will function as the Interim Agreement for the purposes of this Project.

R-7. Having considered this Interim Agreement and other information, the Owner has determined that the Project to be designed and constructed pursuant to this Interim Agreement serves the public purpose of the PPEA under the criteria of Section 56-575.4(C) of the Code of Virginia and posted this Interim Agreement for public inspection in accordance with the PPEA and the PPEA Guidelines.

R-8. Campbell County (“Owner”) has selected Blair Construction, Inc. (“Contractor”), for entry into this Interim Agreement for the Project, and the Owner and Contractor now wish to enter into this Interim Agreement for the Project.

NOW, THEREFORE, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SCOPE OF SERVICES.

The Design-Builder agrees to provide, or cause to be provided, professional architectural and engineering services and related services as described in its Proposal, which is incorporated herein as if fully set forth, necessary to develop 35% Design Development drawings for Renovations and Additions to Brookville High School at the current Brookville High School property owned by the County (GPIN 2665-80-3047), and to arrive at a contract cost limit (CCL) for the renovation and additions to the school (“Services”). The renovations to the school

and school program is described in more detail in Appendix 1, Campbell County RFP CCADM 014FY23 and the Blair response in Appendix 2, Blair RFP Response Volume 1 and 2 (less company financials) dated June 2, 2023, which documents are incorporated herein by reference, and which documents together form a material portion of the basis of and consideration for this Interim Agreement.

Design-Builder will submit 35% Schematic Design Drawings to the Owner and the Campbell County Public School Board (“CCPS”) for approval before doing additional design. The Design-Builder agrees to meet with the CCPS’s Review Committee and the Owner before the Schematic Design submission to determine any necessary changes needed prior to developing a Comprehensive Agreement.

The Design-Builder commits to holding at least three meetings with CCPS’s internal design committee. In addition, the Design-Builder commits to at least one public briefing for the School Board, and one public briefing before the Board of Supervisors, prior to conclusion of the 35% Design Development drawings. The Design-Builder and Owner will use the Schematic Design phase to test and validate or adjust the high school program. The 35% Design Development submission shall include details regarding structural and mechanical, electrical and plumbing (MEP) components of the design, and a cost estimate consistent with the Association for the Advancement of Cost Engineering (AACE) practices to permit the Owner’s evaluation of the proposed design and cost.

Ken BeCraft, Vice President of Blair Construction and Nathan Harper, AIA, Principal Director of Spectrum Design, will lead the planning and design effort for the Project. If either become unavailable to provide such leadership, Design-Builder shall assign another Managing Principal acceptable to Owner. The Scope of Work includes civil engineering, architectural services, and mechanical and electrical design along with the appropriate cost estimating to establish at CCL (the “Design Services”). The Design-Builder may engage Persons who are design professionals to provide Design Services for the Project. The Design-Builder represents that the design professionals providing services for the Project include Persons with required Virginia licenses and registrations, as required by law. The Design-Builder further represents that the structural, electrical, mechanical, and other engineering disciplines necessary for the design of the Project will be under the direct supervision of licensed professional engineers who are registered in Virginia or who are persons in responsible charge of an engineering firm registered in Virginia.

The Design-Builder is responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by the Design-Builder under this Interim Agreement. As part of the Contractor’s responsibility under this Interim Agreement, the Contractor shall ensure that the design and construction of the Project comply with applicable codes and standards, including without limitation the Americans with Disabilities Act and the Virginia Department of Education’s Virginia Public School Facilities Guidelines.

Any Owner review, approval, or acceptance of, or payment for, any of the Design Services required under this Interim Agreement shall not be construed to relieve Design-Builder of any obligation under this Interim Agreement. The Design-Builder shall remain liable to the Owner for all damage caused by the Design-Builder’s performance of any Design Services furnished under this Interim Agreement that is negligent or fails to meet the requirements of this Interim Agreement.

2. COST.

In consideration of the provision of Services by the Design-Builder, the Owner shall pay to the Design-Builder the total amount of One Million, Three Hundred and Fifty Thousand Dollars (\$1,350,000) (the “Contract Amount”). The Cost consists of the following Architectural Schematic Design (\$120,000), Architectural Programming (\$120,000), Architectural Design Development (\$600,000), Acoustical consulting (\$13,200), Food Service Consulting (\$101,200), Structural Design (\$175,600), Civil Engineering (\$100,000) and management and miscellaneous meeting expenses (up to \$120,000). Each invoice shall be accompanied by a schedule of values for the work that is subject of the invoice. The Owner shall pay approved invoices within thirty (30) days. If funds are sufficient and the Parties agree, this Interim Agreement may be amended

to include the development of 65% Design Documents or move forward to a Comprehensive Agreement.

3. TERM AND TERMINATION.

This Interim Agreement shall commence on the Effective Date first written above and shall continue until terminated pursuant to the terms of this Interim Agreement. The Design-Builder estimates that the 35% Design Development documents will be completed within 90 days after the date of this Interim Agreement. **THE TIME TO COMPLETE DESIGN OF THE PROJECT IS OF THE ESSENCE.** Immediately, and in no event no later than ten (10) days after first becoming aware of any difficulties that might cause any delay under this Interim Agreement, the Design-Builder shall notify the Owner's Representative in writing of such delay or potential delay. The notification must identify the difficulties, the reasons for such, and the estimated period of delay anticipated. Failure to give such notice in strict compliance with this subsection will constitute a waiver of any right by Design-Builder to make a claim for relief based upon such delay.

This Interim Agreement may be terminated immediately in the event of substantial failure or default of the Design-Builder or the Owner to perform in accordance with the terms hereof through no fault of its own. Upon fourteen days' written notice to the Design-Builder, the Owner may, for its convenience and without cause, elect to terminate the Interim Agreement. In such event, the Owner shall pay the Design-Builder for all work properly performed by the Design-Builder in accordance with the Interim Agreement within thirty (30) days following the date of the notice.

4. COMPREHENSIVE AGREEMENT

Should the parties both conclude that the Project is feasible, the Parties may proceed to negotiate a Comprehensive Agreement under the PPEA to address the completion of design, construction and commissioning of the Project without further procurement. The Owner's participation in negotiation of a Comprehensive Agreement, however, shall not constitute an obligation of or commitment by the Owner to execute such Comprehensive Agreement and may be granted, denied or conditioned in Owner's sole discretion. A final Comprehensive Agreement would also need approval by Owner.

5. STANDARD OF CARE

The Design-Builder agrees that the standard of care for all professional design services performed under this Interim Agreement shall be the care and skill ordinarily used by members of the design profession in the Commonwealth of Virginia practicing on similar projects at the time and that the work, at a minimum shall be consistent with the Design-Builder's best work. Additionally, the Design-Builder represents and warrants that all persons performing any work on the Project under this Interim Agreement shall be licensed and in good standing with any applicable regulatory agency for the full duration of their work on the Project under this Interim Agreement.

The Design-Builder and any subcontractors and their employees shall comply with the regulations governing access to, operation of, and conduct while on the site and shall perform the Work so as not to unreasonably interfere with the conduct of school instruction and activities.

6. OWNERSHIP OF WORK PRODUCT.

Unique elements of designs contained in the Drawings and Specifications, including electronic copies of them, furnished by the Design-Builder to the Owner under this Interim Agreement and the copyrights thereto ("Work Product") shall become the property of the Owner upon payment for such items and all amounts due hereunder for the Work. Owner may use the Work Product in connection with Owner's occupancy and use of the Project, including for maintenance and repairs, future renovations and expansions, and for any other purpose the Owner deems appropriate. Such Work Product is not intended or expected to be suitable for use on other projects. Owner shall not provide Work Product to any other entity for use on other projects,

subject to State law, except for renovations or expansions to this Project. Such use of Work Product by Owner or any other person to whom the Owner has furnished such Work Product shall be at the user's sole risk of liability and without liability or legal exposure to Design-Builder, designer, or any of their subcontractors, consultants, or officers or employees. Design-Builder shall have included in contracts with any design professionals providing any services for this Project provisions that require all design professionals providing any services for the Project to assign the intellectual property rights in the Work Product (including copyright) to the Owner, and Design-Builder shall indemnify, defend, and hold harmless Owner and its agents, employees, architects, engineers, consultants and contractors from any claim of copyright infringement or unauthorized use by any Person based upon Owner's use of the Work Product in conformity with this Section.

7. CONTRACTUAL CLAIMS

The Parties shall first endeavor to resolve any disputes, claims and other matters in question between the Parties. Contractual claims or disputes by Design-Builder against the Owner shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Design-Builder shall give the Owner written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Design-Builder's intention to file such a claim or dispute shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. If Design-Builder fails to make its claim or dispute or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.

The Owner's decision on contractual claims shall be final and conclusive unless the Design-Builder appeals within six months of the date of the final decision on the claim by instituting legal action in the Circuit Court of Campbell County in Rustburg, Virginia.

8. INSURANCE

The Design-Builder will maintain a general liability policy with at least \$1,000,000 combined single limits, with at least \$2,000,000 general aggregate limit. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The endorsement must be issued by the insurance company.

The Design-Builder will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Design-Builder to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The Design-Builder will also carry employers' liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

The Design-Builder will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Design-Builder will maintain professional liability insurance with a single occurrence limit of at least \$1,000,000, and a general aggregate limit of at least \$2,000,000. It is preferred that the coverage be on an occurrence basis. If the policy is on a claim made basis, this should be noted. If the Design-Builder has professional liability insurance on a claim made basis, agreement must be made that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this contract. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage and provide copies of applicable policies along with applicable endorsements, including but not limited to an endorsement listing the Owner as additional insured. All wording limiting the insurer responsibility to notify the Owner of any

cancellation or non-renewal of the coverage must be removed. All insurance provided shall not contain language that allows defense costs to be subtracted from the amounts available as coverage in the event of a claim.

9. INDEPENDENT CONTRACTOR.

The Parties understand and agree that the Design-Builder, in performing its obligations under this Interim Agreement, shall be deemed an independent contractor and not an agent, employee or partner of the Owner.

10. GOVERNING LAW.

This Interim Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The additional contractual terms set forth in Appendix 1 shall be incorporated herein as if fully set forth. To the extent there is any conflict in the terms of this Interim Agreement and the standard contractual terms set forth in Appendix 1, the standard contractual terms set forth in Appendix 1 shall prevail.

11. COUNTERPARTS.

This Interim Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of such counterparts together shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Interim Agreement or any counterpart hereof to produce or account for the other counterparts.

12. ENTIRE AGREEMENT.

This Interim Agreement contains the entire agreement of the Parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the Parties that this Interim Agreement alone sets forth the terms on which the Parties have mutually agreed. The parties expressly agree that this Interim Agreement shall not be amended in any fashion except in a writing(s) executed by authorized representatives of both parties.

IN WITNESS WHEREOF the undersigned have executed this Interim Agreement on the dates set forth beside their respective signatures.

The vote was: Aye: Brown, Carwile, Cline, Hardie, Moore, Shockley, Watts
Nay: None
Absent: None

// **BROOKNEAL/CAMPBELL COUNTY AIRPORT AUTHORITY HANGER LOAN**

Nina Rezai, Economic Development Director, presented a Support Agreement Pursuant to the Financing Agreement for the Board's consideration. The Brookneal/Campbell County Airport Authority (BCCAA), which lacks a budget for capital investment in a new facility, plans to apply to the Virginia Airports Revolving Loan Fund for \$700,000 to build ten (10) T-hangars. The Virginia Resources Authority (VRA) offers loans with a 25-year term and a below-market interest rate. The VRA program was geared toward airport projects like hangar construction and considered the best step for the BCCAA to be more self-sufficient. In order to apply for the loan, BCCAA must have a letter of Moral Obligation from the Campbell County Board of Supervisors. Renting hangars and selling gasoline would repay the loan. Over ten (10) potential tenants were currently on a waiting list for hangar space.

The BCCAA was expected to submit the Moral Obligation Resolution with the loan application in February. After that, the application would be presented to the Virginia Aviation Board for approval in March. As soon as the loan is approved, the project would be bid. Hangar construction was expected to take approximately 120 days.

By adopting the resolution, the County would be essentially be co-signing the loan, but the BCCAA had the means to repay the loan. Without the resolution, the BCCAA could not apply for the loan.

On motion of Supervisor Watts, it was resolved the Board of Supervisors adopts the following resolution and authorizes the County Administrator to sign the Financing Agreement to secure the Virginia Resources Authority loan for the Brookneal-Campbell County Airport Authority hangar construction:

**SUPPORT AGREEMENT
PURSUANT TO THE FINANCING AGREEMENT**

THIS SUPPORT AGREEMENT is made as of this 3rd day of October, 2023 by and among the **BOARD OF SUPERVISORS OF CAMPBELL COUNTY, VIRGINIA** (the “Campbell Board”), acting as the governing body of the County of Campbell, Virginia (“Campbell”), the **BROOKNEAL-CAMPBELL COUNTY AIRPORT AUTHORITY** (the “Borrower”), and the **VIRGINIA RESOURCES AUTHORITY** (the “Authority”), as Administrator of the **VIRGINIA AIRPORTS REVOLVING FUND** (the “Fund”) and as purchaser of the Local Bond, as hereinafter defined, pursuant to a Financing Agreement dated as of the date hereof (the “Financing Agreement”), between the Authority and the Borrower.

RECITALS:

WHEREAS, the Borrower was created by the Campbell Board, (the “Member Jurisdiction”) pursuant to Section 5.1-31, et seq., of the Code of Virginia of 1950, as amended, and owns and operates the Airport; and

WHEREAS, the Borrower has determined that it is in its best interest to issue and sell an airport revenue bond in an original aggregate principal amount not to exceed \$700,000.00 (the “Local Bond”) to the Authority, as Administrator of the Fund, pursuant to the terms of the Financing Agreement in order to finance the Project; and

WHEREAS, the Campbell Board adopted on October 3, 2023 a resolution authorizing, among other things, the execution of an agreement providing for a non-binding obligation of the Campbell Board to consider certain appropriations in support of the Local Bond and the Project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. Unless otherwise defined, each capitalized term used in this Support Agreement shall have the meaning given it in the Financing Agreement.

Each of the Member Jurisdiction’ obligations is limited to its Proportional Share of debt service on the Local Bond and the amounts to be included in each Member Jurisdiction’s submitted budget pursuant to paragraphs 6 and 7 below shall not be increased to offset a non-appropriation of any of the other Member Jurisdiction.

2. The Borrower shall use its best efforts to issue the Local Bond, to use the proceeds thereof to pay the costs of the Project, and to construct and place the Project in operation at the earliest practical date.

3. No later than March 15 of each year, beginning March 15, 2024, the Borrower shall notify the Member Jurisdiction of (a) the amount (the “Annual Deficiency Amount”) by which the Borrower reasonably expects the Revenues to be insufficient to pay (i) the debt service obligations under the Financing Agreement, the Local Bond and any other indebtedness secured by or payable from the Revenues, including the Existing Parity Bonds set forth on Exhibit F to the Financing Agreement, (ii) the Operation and Maintenance Expense, and (iii) the Additional Payments in full as and when due during the Member Jurisdiction’ fiscal year beginning the following July 1 and (b) the corresponding Proportional Share of each Member Jurisdiction.

4. The County Administrator of Campbell (the “Campbell Administrator”), each shall include the respective Annual Deficiency Amount for his or her Member Jurisdiction in the respective budget submitted to the Member Jurisdiction for the following fiscal year as an amount to be appropriated to or on behalf of the Borrower. The County Administrator shall deliver to the

Authority within ten (10) days after the adoption of the respective Member Jurisdiction's budget for each fiscal year, but not later than July 15 of each year, a certificate stating whether the respective Member Jurisdiction has appropriated to or on behalf of the Borrower an amount equal to the Annual Deficiency Amount.

5. If at any time Revenues shall be insufficient to make any of the payments referred to in paragraph 5 hereof, the Borrower shall notify the County Administrator of the amount of such insufficiency and the County Administrator shall request a supplemental appropriation from the Member Jurisdiction in the amount necessary to make such payment.

6. The County Administrator shall present each request for appropriation pursuant to paragraph 7 above to his or her Member Jurisdiction, and the respective Member Jurisdiction shall consider such request at such Member Jurisdiction's next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meetings, the County Administrator shall notify the Authority as to whether the amount so requested was appropriated. If the Member Jurisdiction shall fail to make any such appropriation, the County Administrator shall add the amount of such requested appropriation reported to that Member Jurisdiction for the next fiscal year.

7. The Member Jurisdiction hereby undertakes a non-binding obligation to appropriate the Annual Deficiency Amount as may be requested from time to time pursuant to paragraphs 6 and 7 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Member Jurisdiction, while recognizing that they are not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states their intent to make such appropriations in future fiscal years, and hereby recommends that future Boards do likewise.

8. The Member Jurisdiction acknowledges that *(i) the Authority would not purchase the Local Bond without the security and credit enhancement provided by this Agreement, and (ii) the Authority is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), which in the event of a nonpayment by a Member Jurisdiction hereunder authorizes the Authority to file an affidavit with the Governor that such nonpayment by such Member Jurisdiction has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the Local Bond, the Authority is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the respective Member Jurisdiction of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the Member Jurisdiction for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to the Authority, so as to cure, or cure insofar as possible, such nonpayment.*

9. Nothing herein contained is or shall be deemed to be a lending of the credit of the Member Jurisdiction to the Borrower, the Authority or to any holder of the Local Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of any Member Jurisdiction, nor shall anything herein contained legally bind or obligate the Member Jurisdiction to appropriate funds for the purposes described herein.

10. Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (i) if to Campbell to Frank J. Rogers, IV, County Administrator, P.O. Box 100, Rustburg, Virginia 24588, (ii) if to the Borrower, to the Brookneal-Campbell County Airport Authority, c/o Nina Rezai, Economic Development Director, P.O. Box 100, Rustburg, Virginia 24588; and (iii) if to the Authority, to 1111 East Main Street, Suite 1920, Richmond, Virginia, 23219, Attention: Executive Director. Any party may designate any other address for notices or requests by giving notice.

11. It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

12. This Agreement shall remain in full force and effect until the Local Bond and all other amounts payable by the Borrower under the Financing Agreement have been paid in full.

13. This Agreement may be executed in any number of counterparts, each of which

shall be an original and all of which together shall constitute but one and the same instrument.

The vote was: Aye: Brown, Carwile, Cline, Hardie, Moore, Shockley, Watts
Nay: None
Absent: None

// HIGHWAY MATTERS

Clif Tweedy, Deputy County Administrator, updated the Board on highway matters. Robert Brown, VDOT Residency Engineer, was also present.

- Possible traffic calming measures for White Pine Drive, Charldon Road and Sherbrooke Roads – Mr. Brown indicated speed studies were being conducted by the Traffic Engineer;
- Hydaway Drive – higher fine traffic signs – staff would be forwarding the resolution to VDOT to implement the higher fines. Mr. Brown commented the speed study was completed and the numbers were not overwhelming, but they would be able to move ahead with the signage.
- Speed Reduction Study on Greenhouse Road – VDOT does not plan to repeat speed reduction study until additional development increases traffic. Supervisor Hardie increased fines on the road may improve safety. A speed study would be required to start that process, and a request has been made to the Sheriff's Department to place a speed trailer on Greenhouse Road.
- Request to widen right turn lane at the intersection of Calohan Road and Route 29 – Supervisor Hardie indicated the pothole has been filled, but may need additional paving for a more permanent solution.
- Intersection of Route 460 and Doss Road – Mr. Brown indicated the procurement process was in progress to purchase a mountable curb for installation by State forces at a cost of \$140,000.
- Drainage improvements on Route 460 in the vicinity of Moore's Country Store – VDOT was initializing a drainage study that would be performed by a consultant and it was hopeful the study could be funded with local funds.
- Speed study along Leesville Road from Leesville Estates to the City Limits – the study should be completed by December.

From the Board:

- Supervisor Watts shared concerns about flooding on Marysville Road that was usually due to a clogged pipe.
- Supervisor Hardie shared continued concerns with intersection of Route 24 and Wisecarver Road. VDOT would review to see if improvements could be made.
- Supervisor Carwile reporter Valleywood Drive off Waterlick Road was in very poor condition with potholes and cracks. Part of Valleywood Drive was in Bedford County. Administrator Rogers would talk with Bedford County to see if the road was in their improvement plan.

From Robert Brown:

Mr. Brown indicated VDOT has been working on improving pedestrian safety on Village Highway within the Village of Rustburg. The results of the study should be available soon. He would plan to meet with County staff to discuss moving forward with any recommended projects.

// CONSENT AGENDA

On motion of Supervisor Shockley, it was resolved the Board of Supervisors approves the following under the Consent Agenda:

a) Appropriations –

1. General Fund, Economic Development, appropriating \$20,000 to Start Small Campbell Incentive, and decreases Unassigned General Fund Balance by \$20,000, to pay four businesses an amount not to exceed \$5,000 as chosen recipients of the Start Small Campbell incentive grant;
2. General Fund, Economic Development, appropriating \$12,792.94 to Precision Ag Grant Expenditures, and increases revenue, Tobacco Precision Ag by \$12,792.94, funds to be paid through Tobacco Precision Ag grant for Voucher 7;
3. General Fund, Public Safety, appropriating \$6,193.39 to Maint/Repair-Vehicles, and increases Insurance Recoveries revenue by \$6,193.29, funds received from VACORP for accident on 6/28/23 on 2018 Dodge Ambulance;
4. General Fund, Public Safety, appropriating \$1,710 to Comp – EMT, and increases EMS Billing revenue by \$1,710, payment for EMT support for Liberty University football games on 9/2/23 and 9/9/23;
5. General Fund, Commonwealth’s Attorney, appropriating \$2,543 to Other Professional Services, and decreases Forfeited Assets Fund Balance, by \$2,543;

b) County Attorney invoice –

Approves payment to the County Attorney in the amount of \$22,457.11 for services rendered from August 23, 2023 to September 19, 2023; and

c) Budget Timetable for FY 2025

Adopts Budget Timetable for development of FY 2025 budget.

The vote was: Aye: Brown, Carwile, Cline, Hardie, Moore, Shockley, Watts
Nay: None
Absent: None

// MATTERS FROM THE BOARD

Library Board of Trustees

Supervisor Brown read into the record a letter of resignation from James Enoch resigning his seat immediately on the Library Board of Trustees representing the Spring Hill District. Mr. Enoch commented serving on the Board had been an honor and a privilege. He recognized Jordan Welborn, Library Director, for her excellent leadership.

Supervisor Watts indicated he would like to align the terms of the Library Board with the Board of Supervisors similar to the Planning Commission and the Campbell County Utilities and Service Authority. Staff would review the by-laws of the Library Board and bring back additional information for the Board’s consideration. Supervisor Hardie asked staff to also review other Boards and Commissions to consider the alignment of terms with the Board of Supervisors.

On motion of Supervisor Watts, it was resolved the Board of Supervisors approves amending the terms of the Library Board of Trustees to align with the terms of the Board of Supervisors.

The vote was: Aye: Brown, Carwile, Cline, Hardie, Moore, Shockley, Watts
Nay: None
Absent: None

Brookville High School Students

Supervisor Hardie recognized Mr. Scott and a group of Brookville High School students who were attending the meeting to learn more about local government. He thanked the students for their dedication and taking time out of their busy schedules to attend the meeting.

Breast Cancer Month

Supervisor Hardie recognized October as Breast Cancer Month. Cancer came in many different forms and was devastating to so many families. It was important to stand together and work to find a cure and he prayed for all those that were going through tough times.

Top Public Schools

Chairman Cline was proud to read about three of our public schools who had achieved excellence awards – Brookneal Elementary, Concord Elementary and Brookville High School.

The meeting was recessed at 6:48 p.m. to reconvene at 7:00 p.m. for several public hearings.

// PUBLIC HEARING – REZONE 138 BEECHWOOD DRIVE

PL-23-101 Request by Norm Walton, agent for Goodview Property LLC, to rezone property located at 138 Beechwood Drive and further identified as tax map parcels 12J-13-5 and 12J-13-6 from Residential – Single Family to Residential – Multi Family in order to construct duplexes. The property is located in an area designated as medium to high density residential per the current Comprehensive Plan.

Paul Harvey, Community Development Director, explained this was a request to rezone 0.684± acres from Residential – Single Family to Residential-Multi Family in order to construct duplexes at 138 Beechwood Drive in the Timberlake Election District. One of the parcels was vacant, and the other had an existing single-family dwelling. The concept plan shows one proposed duplex on the vacant parcel. The developer was planning to keep the single-family dwelling, but was seeking the opportunity to convert the house into a duplex or build a new duplex in the future. The parcels were served by public water and sewer. There were existing non-conforming apartments on adjoining parcels. No proffers were submitted with the request; therefore, the concept plan and proposal were conceptual and non-binding.

Beechwood Drive serves the property, and the request would not significantly impact the traffic flow. A traffic impact analysis was not required. The Planning Commission recommended approval of the request by a vote of 5-0 citing good zoning practice.

Norm Walton, Perkins & Orrison, was representing Goodview Properties, LLC, the developer. At the Planning Commission meeting there were concerns this property would develop into an apartment complex or townhomes, but there was not enough land to do more than the request due to parking, stormwater management and other requirements.

In answer to a question by Supervisor Carwile, two entrances were planned, but that would require VDOT approval.

The public hearing was opened at 7:02 p.m. No one spoke in favor of or in opposition to the proposed rezoning. The public hearing was closed at 7:03 p.m.

On motion of Supervisor Carwile, it was resolved the Board of Supervisors accepts the recommendation of the Campbell County Planning Commission and citing good zoning practice **APPROVES** Request PL-23-101 by Norm Walton, agent for Goodview Properties LLC, to rezone property located at 138 Beechwood Drive and further identified as tax map parcels 12J-13-5 and 12J-13-6 from Residential – Single Family to Residential – Multi Family in order to construct duplexes.

The vote was: Aye: Brown, Carwile, Cline, Hardie, Moore, Shockley, Watts
Nay: None
Absent: None

// PUBLIC HEARING – REZONE VILLAGE HIGHWAY PROPERTY – MARQUIS

PL-23-140 Request by Jeremy Marquis to rezone property located on Village Highway and further identified as tax map parcel 26-4-A from Residential – Single Family to Residential – Multi Family in order to construct a duplex. The property is located in an area designated as medium to high density residential per the current Comprehensive Plan.

Mr. Harvey presented the next request to rezone 1.64 ± acres from Residential – Single Family to Residential – Multi Family in order to construct a duplex with 1,836 square feet. The property was located on Village Highway in the Concord Election District. The concept plan shows the two units would each have 918 square feet and have two bedrooms and two and a half baths. There would be at least two parking spaces per unit. The duplex would be served by public water and a private septic system. No proffers were submitted with the request, so the concept plan and proposal were conceptual and non-binding.

The Planning Commission recommended approval of the request by a vote of 5-0 citing good zoning practice.

Jeremy Marquis, 632 Kingswood Lane, has owned this property for eight (8) years including the property next door which is being used as rental property. A couple of neighbors who spoke against the rezoning did not realize he was renting the adjacent property. When they realized he owned the property, he believed it satisfied their concerns.

In answer to Chairman Cline to clarify the nature of the concerns. Mr. Marquis indicated the neighbors were mostly concerned about the quality of the tenants. When they realized he had been renting the property for several years, they seemed to be satisfied. Mr. Marquis confirmed the subject property was directly on Route 24, and there was a vegetative buffer along the back of the property and the right side of property. The left side of the property adjoined Mr. Marquis' rental property.

Chairman Cline opened the public hearing at 7:06 p.m. No one spoke in favor of the request. Chairman Cline called for comments in opposition to the rezoning request.

Jeremiah Melvin, 206 Village Terrace, Concord, spoke for his neighbors within Village Woods as well as some of the surrounding residents living near the subject property. He disagreed with the comment included in Mr. and Mrs. Marquis' letter in the rezoning packet that indicated the project would benefit the local community. He spoke with most of the neighborhood behind the property and not one person felt the duplex would benefit the local community. He noted another set of duplexes just further up the road that were not well kept and were an eye-sore. In addition, Mr. Melvin contended the proposed duplexes were more like college dorm rooms or migrant housing as they were not designed for families, but were designed as individual apartments with a common living space. The proposed lot was located right in the middle of single-family lots. Mr. Melvin presented a petition with 14 signatures of neighbors in opposition to the proposed rezoning, but he was not hopeful the Board would deny the request due to their views on individual property rights which were more libertarian views as opposed to conservative views. He believed the Board should support the wishes of a community when making rezoning decisions. There was a suggestion that a fence along the back of the property would enhance safety for the community. In conclusion, the neighborhood would support the building of a single-family home on the lot which would enhance the community.

Doug Barringer, 277 Barringer Lane, agreed with Mr. Melvin's comments that there was a distinction between conservative and libertarian views. He too had concerns about some of the Board's past decisions that supported property rights over the wishes of communities.

The public hearing was closed at 7:15 p.m.

Chairman Cline agreed the Board traditionally supported private property rights and the rights for people to do things within reason with their property. At times the Board has denied requests based on the application being cumbersome for the community. He believed the impact to the neighborhood would be minimal due to the vegetative buffers, the applicant owns the

neighboring property that was well kept, and the access was directly from Route 24. There were a large number of signatures from the community, but he could not disapprove the request. As to the suggestion of a fence, Chairman Cline explained the Board could not impose conditions for a rezoning request.

On motion of Chairman Cline, it was resolved the Board of Supervisors accepts the recommendation of the Campbell County Planning Commission and citing good zoning practice **APPROVES** Request PL-23-140 by Jeremy Marquis to rezone property located on Village Highway and identified as tax map parcel 26-4-A from Residential-Single Family to Residential-Multi Family in order to construct a duplex.

The vote was: Aye: Brown, Carwile, Cline, Hardie, Moore, Shockley, Watts
Nay: None
Absent: None

// PUBLIC HEARING – REZONE CAMP HYDAWAY ROAD PROPERTY SHOTWELL

PL-23-143 Request by Kevin Shotwell, agent for Shotman Properties LLC, to rezone property located on Camp Hydaway Road and further identified as tax map parcel 23A-1-2 from Agricultural to Residential – Multi Family in order to construct a quadplex. This property is located in an area designated as medium to high density residential per the current Comprehensive Plan.

Mr. Harvey presented a request to rezone 1.302± acres from Agricultural to Residential – Multi Family in order to construct a quadplex on Camp Hydaway Road in the Concord Election District. The concept plan shows one (1) proposed quadplex building and ten (10) parking spaces. The units would be served by a private well and septic system. The parcel was bordered on the south and west by Residential – Multi Family, Conditional parcels. No proffers were submitted, so the preliminary plan and proposal were conceptual and non-binding. Camp Hydaway Road would serve the property. The Planning Commission recommended approval of the request by a vote of 5-0 citing good zoning practice.

Jamey White of White Engineering & Design, advised the request was to build a quadplex at this location. A private well and septic system would be built. There would be adequate parking space to serve the development, and the remainder of the property would be used for drain field. There would be no room for additional expansion, and there would be an entrance into the property from Camp Hydaway Road. Peak additional traffic would be 27 cars per day.

In answer to a question by Chairman Cline, there were quadplex apartments built on the adjacent property to the left, and the proposed quadplex would be very similar.

The public hearing was opened at 7:20 p.m. No one spoke in favor of or in opposition to the proposed rezoning. The public hearing was closed at 7:20 p.m.

On motion of Chairman Cline, it was resolved the Board of Supervisors accepts the recommendation of the Campbell County Planning Commission and citing good zoning practice **APPROVES** Request PL-23-143 by Kevin Shotwell, agent for Shotman Properties LLC, to rezone property located on Camp Hydaway Road and further identified as tax map parcel 23A-1-2 from Agricultural to Residential – Multi Family in order to construct a quadplex.

The vote was: Aye: Brown, Carwile, Cline, Hardie, Moore, Shockley, Watts
Nay: None
Absent: None

// PUBLIC HEARING – REZONE PROPERTY AT 123 VILLAGE HIGHWAY

PL-23-149 Request by Laura Ashley to rezone property located at 123 Village Highway from Agricultural to Business – General Commercial in order to operate a retail sales establishment. The property is located in an area designated as medium to high density mixed per the current Comprehensive Plan.

Mr. Harvey explained this request was to rezone 1.414 ± acres from Agricultural to Business – General Commercial in order to operate a retail sales establishment. The property is located at 123 Village Highway in the Rustburg Election District. There was an existing single-family dwelling on the property that would be converted for commercial use. The owner has an existing retail location on Wards Road that would move to this property. A parking lot has been added to the sketch plan. No proffers were submitted with the rezoning request, so the preliminary plan and proposal were conceptual and non-binding.

Village Highway serves the property. VDOT commented the existing entrance would need to be reconstructed to meet VDOT Commercial Entrance Standard CG-11. The request would not significantly impact the traffic flow, and a traffic impact analysis was not required. The property was served by public water and a private on-site septic system. The Planning Commission recommended approval of the request by a vote of 5-0 citing good zoning practice.

Laura Ashley, 249 Village Highway, indicated the property was next door to her home. They first purchased the property to use as a rental property, but since then would like to use it for her current business, The Crows Haven. This would require the property to be rezoned.

The Board was complimentary of the work that has taken place at the property as the existing building had become an eyesore in the community.

The public hearing was opened at 7:24 p.m. No one spoke in favor of or in opposition to the proposed rezoning. The public hearing was closed at 7:24 p.m.

On motion of Supervisor Hardie, it was resolved the Board of Supervisors accepts the recommendation of the Campbell County Planning Commission and citing good zoning practice **APPROVES** Request PL-23-149 by Laura Ashley to rezone property located at 123 Village Highway from Agricultural to Business – General Commercial in order to operate a retail sales establishment.

The vote was: Aye: Brown, Carwile, Cline, Hardie, Moore, Shockley, Watts
Nay: None
Absent: None

// ADJOURNMENT

On motion of Supervisor Watts, the meeting was adjourned at 7:25 p.m.

The vote was: Aye: Brown, Carwile, Cline, Hardie, Moore, Shockley, Watts
Nay: None
Absent: None

MATT W. CLINE, CHAIRMAN

Approved: November 9, 2023