County of Dinwiddie Board of Supervisors

MINUTES

Regular Meeting – January 20, 2026, 3:00 PM

Board Meeting Room – Dinwiddie Government Center
14010 Boydton Plank Road, Dinwiddie, Virginia 23841

Supervisors Present:		**Administration Present:**
Brenda Ebron-Bonner, *Chair*	Election District 5	W. Kevin Massengill, *County Administrator*
Casey M. Dooley, *Vice-Chair*	Election District 1	Anne Howerton, *Deputy County Administrator*
Dr. Mark E. Moore	Election District 2	Tyler Southall, *County Attorney*
William D. Chavis	Election District 3	
Daniel D. Lee	Election District 4	

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1. ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. AMENDMENTS TO AGENDA

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

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

5. CONSENT AGENDA:

A. SUMMARY AND CLAIMS

CLAIMS

Cash Account		Print Date	Invoice Count	Check Count	Total
999 - 110110 -	Operating Account	12/03/2025	1	1	$479.61
999 - 110110 -	Operating Account	12/10/2025	52	39	$86,992.57
999 - 110110 -	Operating Account	12/10/2025	32	20	$161,032.10
999 - 172410 -	Abrahams Account	12/11/2025	1	1	$1,350.00
999 - 110110 -	Operating Account	12/12/2025	15	12	$97,570.15
999 - 110110 -	Operating Account	12/12/2025	25	8	$28,054.74
999 - 110110 -	Operating Account	12/16/2025	2	2	$19.74
999 - 110110 -	Operating Account	12/18/2025	1	1	$82,766.20
999 - 110110 -	Operating Account	12/18/2025	77	41	$208,735.52
999 - 110110 -	Operating Account	12/18/2025	41	20	$132,475.10
999 - 172410 -	Abrahams Account	12/22/2025	2	2	$6,000.00
999 - 172410 -	Abrahams Account	12/22/2025	1	1	$2,600.00
999 - 110110 -	Operating Account	12/24/2025	5	5	$17,629.76
999 - 110110 -	Operating Account	12/24/2025	10	8	$30,804.03
999 - 110110 -	Operating Account	12/19/2025	1	1	$2,000.00
999 - 110110 -	Operating Account	12/31/2025	43	14	$35,013.37
999 - 110110 -	Operating Account	12/31/2025	32	14	$76,193.45
			341	190	$969,716.34

B. CSA SERVICE PROVIDER CONTRACTS

Children's Services Act (CSA)
Virginia Juvenile Community Crime
Control Act (VJCCCA)
Juvenile Community Service Program

DIRECTOR
ANGEL YOUNG-GILL
aygill@dinwiddieva.us

DEPARTMENT OF CHILDREN'S SERVICES

MEMORANDUM

TO: Board of Supervisors

Camisha Brown, Executive Assistant to County Administrator, Clerk to BOS

Anne Howerton, Deputy County Administrator, Finance & General Services

Tammie Collins, Deputy County Administrator, Operations

Donna Harrison, Social Services, Director

Tyler Southall, County Attorney

Kevin Massengill, County Administrator

FROM: Angel Young-Gill, Director of Children's Services

DATE: January 20, 2026

SUBJECT: Department of Children's Services Provider Contract Awards to New Path Interventions, LLC & In My Corner Mentoring, LLC

Background

The Code of Virginia Sections 2.2-4345(A) (14) and 2.2-5214 govern the procurement of certain services for the children under the care and responsibility of the Dinwiddie County Department of Children's Services. The County contracts with various vendors to provide services as deemed necessary by the County's Family Assessment and Planning Team (FAPT) and Community Policy and Management Team (CPMT). Once vendors are under contract with the County, Purchase of Services Orders (PSO) are executed between the County and the providers for the particular services required by each child. Since the cost of these services may exceed the County Administrator's $50,000 purchasing limit as set by the County's procurement policy, these contracts are being brought to the Board of Supervisors for approval.

Recommendation

We recommend approval of the following resolution.

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct or ratify the County Administrator's execution of contracts for CSA services with the attached list of vendors in such legal form as may be approved by the County Attorney.

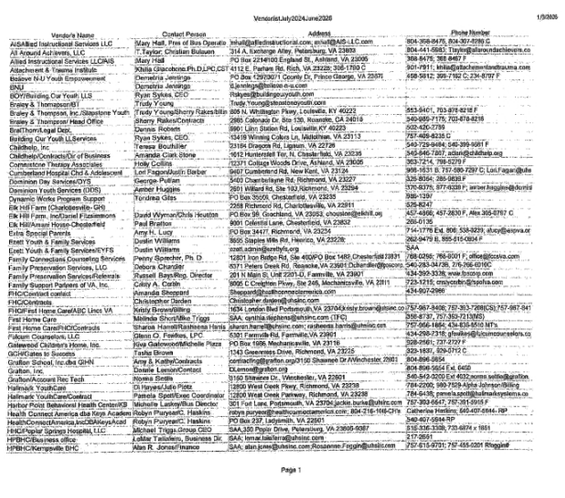
BE IT FURTHER RESOLVED that the Director of the Dinwiddie County Department of Children's Services is authorized to enter into Purchase of Services Orders pursuant to the aforementioned contracts with the aforementioned vendors.

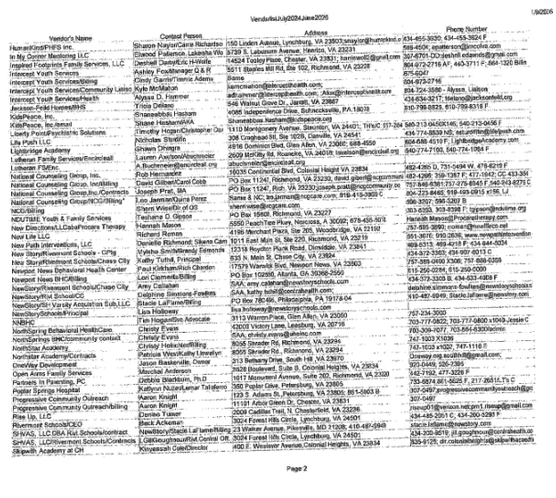
VendorContractsReturnedTable20252027RevisedJan2026

1/9/2026

Vendor's Name	Fiscal Years	Contract Mailed	Contract Returned	Documents Received
Building Our Youth LLC Services	7/1/25-6/30/27	5/30/2025		
Dynamic Works Program Support	7/1/25-6/30/27	5/30/2025		
Elk Hill Farm, Inc.	7/1/25-6/30/27	5/30/2025		
Extra Special Parents	7/1/25-6/30/27	5/30/2025		
Family Connections Counseling Services	7/1/25-6/30/27	5/30/2025		
Family Preservation Services, LLC	7/1/25-6/30/27	5/30/2025		
Gatewood Children's Home	7/1/25-6/30/27	5/30/2025		
Health Connect America/DBA Keys Academy	7/1/25-6/30/27	5/30/2025		
In My Corner Mentoring LLC	7/1/25-6/30/27	1/5/2026		✔
Inspired Footprints Family Services	7/1/25-6/30/27	5/30/2025		
Liberty Point/Psychiatric Solutions	7/1/25-6/30/27	5/30/2025		
Lidghtbridge Academy	7/1/25-6/30/27	11/26/2025		
Life Push LLC	7/1/25-6/30/27	5/30/2025		
NDUTIME Youth & Family Services	7/1/25-6/30/27	5/30/2025		
New Life LLC	7/1/25-6/30/27	5/30/2025		
New Path Interventions, LLC	7/1/25-6/30/27	10/17/2025		✔
NorthSprings Behavioral Healthcare, Inc.	7/1/25-6/30/27	5/30/2025		
OneWay Development LLC	7/1/25-6/30/27	10/6/2025		
Partners In Parenting, PC.	7/1/25-6/30/27	5/30/2025		
StormsCounseling Assessments&CounselingSv	7/1/25-6/30/27	7/23/2025		
The Spiritos School	7/1/25-6/30/27	5/30/2025		
Three Rivers Treatment Center	7/1/25-6/30/27	5/30/2025		
VA Baptist Children's Home Family Svcs/HTFS	7/1/25-6/30/27	5/30/2025		

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Vendor's Name	Contact Person	Address	Phone Number
Skipwith Academy LC@Woodlake	Etoya Thompson	7051 Woodlake Commons Loop, Midlothian, VA 23112	804-639-2401; Woodlake@skipwithacademy.c
Specialized Youth Services	Warren Bull	455 Old Wagner Rd, Petersburg, VA 23805	733-2180; wgbull@syswa.com
St. Joseph's Villa	Cynthia Falson/Katrina-Billing	8000 Brook Rd, Richmond, VA 23227	553-3200, 553-3111; 553-3259F
St. Joseph's Villa/Billing	Susan Hinton	shinton@sjvwa1.net; SAA	553-3358; 5533259 F
Storms Assessments&CounselingSvcsLLC	Darrius Bethel	701 Thomas Rd, Lynchburg, VA 24541;434-222-5716	Dbethel@stormscounseling.com
TALK Therapy Services, LLC	Caroline/Mike Harding	PO Box 18171, Richmond, VA 23226	440-1459; 888-444-6379 F
The Bair Found/ VA*	LaVanilena Hawkins	184 Business Park, Dr. Ste 200, VA Beach, VA 23462	757-424-2861
The Bair Foundation of VA	Richmond Office/RH	8002 Discovery Drive, Ste 300, Richmond, VA 23229	288-8210; 757-424-2861
The Bair Foundation of VA/Contracts	Angie Hawkins	21 High Street, New Wilmington, PA 16142; lhawkins@bair.org	724-946-2220 X135
The Falson Center	Beth Newcomb	ebnewcomb157@falsoncenter.org	accountsreceivable@falsoncenter.org
The Falson Center, Inc/Billing	Christine Moran	PO Box 896775, Charlotte, NC 28289-6775	612-1947 X1203; cmoran@falsoncenter.org
The Falson School for Autism	Beth Newcomb	1701 Byrd Avenue, Richmond, VA 23230	612-1947 Ext. 1205; 612-1955 F
The Hughes Center	Lori Thurman	1601 Franklin Turnpike, Danville, VA 24540	434-836-8511; 434-489-8511; 434-333-7570F
The LEAD Center	Marie Lloyd	P. O. Box 3450, Chester, VA 23831	462-3730 X3730
The Spiritos School	Danielle Dambo, Exec. Dir.	400 Coalfield Rd, Midlothian, VA 23114	819-2239 C; 888-420-6257 F; dambo@laskids
Three Rivers Treatment Center	Wendi True, David Foreday	231 Hickory Road, Kenbridge, VA 23944	
UMFS/Admission	Heather Coley	samo, hcoley@umfs.org	383-4461 X1318; 239-1267 F
UMFS/Billing	Ruth Woody/Dawn Bowles	SAA	353-4461 (Ruth-X1124, Dawn-X1136)
United Methodist Family Services/UMFS	Tara Pappas	3900 W. Broad St., Richmond, VA. 23230	239-1217, 383-4461, 353-3061F
VA Baptist CH/HopeTree Family Svcs	Shannon Updike	3379 W. Hundred Rd/PO Box 3779, Chester, VA 23831	201-9006 X202; 717-5121 F
VA Baptist Children's Home/HTFS	Johnnie Nash	PO Box 849, Salem, VA 24153	540-389-5468, 540-389-5570F
VA Home for Boys & Girls	Susan Phillips/Chris Campbell	8718 W. Broad St., Henrico, VA. 23294	716-9531 X122, 270-6574 F, 270-6566
Your Life ADA.Com	Beth Lipp/Melanie Kells	23 Walkers Ave, Baltimore, MD 21208	866-955-7222; Lynn.allen@yourlifeaba.com
Youth For Tomorrow NLC, Inc.	Lori Perex/Lawrence Schuster	11835 Hazel Circle Dr, Bristow, VA 20136	703-636-5100; lperez@yftva.com

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County of Dinwiddie

Department of Children's Services

P.O. Box 193 * 14010 Boydton Plank Rd. * Dinwiddie, Virginia 23841
PHONE: (804) 469-5391 FAX: (804) 469-5398

Virginia Juvenile Community Crime Control Act (VJCCCA) **Community Service** **Children's Services Act (CSA)**

Principal Agreement for Services

Introduction

This Principal Agreement ("Contract") is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services to any and all children under the care and responsibility of Dinwiddie County Department of Children's Services. In order for this Contract to be valid and enforceable, it must be signed by the County Administrator, and by an authorized agent of New Path Interventions, LLC.

This Contract is effective as of this 1st day of July, 2025, between the Dinwiddie County Department of Children's Services ("**the Buyer**") and New Path Interventions, LLC ("**the Provider**"), and shall expire at the close of business on 30th day of June, 2027.

This is a term agreement for requirements and does not involve a definite financial obligation on the part of the Buyer, although the Buyer shall use this contract for the limitation of procurement of services as seen fit and or specified.

This Contract may be terminated by either party with thirty (30) days written notice.

1. **Adherence to Law.** This Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent health and behavioral health accreditation agencies / organizations. The Buyer may modify this Contract to comply with any requirements mandated by federal, state or local law by giving written notice of said modification to the Provider.

2. **Choice of Law and Forum.** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in the Dinwiddie County Circuit Court. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.

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3. **Specific Interpretations.**
   - A. ***Waiver.*** The failure of the Buyer to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any of the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.
   - B. ***Remedies Cumulative.*** All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.
   - C. ***Severability.*** If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid.
   - D. ***Captions.*** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
   - E. ***Contract Construal.*** Neither the form of this Contract, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

4. **Purchase of Services Order.**
   - A. ***Requirement for PSO.*** A Purchase of Services Order (PSO) shall be issued for any and all discrete services that are to be provided by the Provider to any child under the supervision or authority of the Buyer. No services shall be administered to a child under the supervision or authority of the Buyer without a PSO authorizing such discrete services signed by the Director of Children's Services and the Provider.
   - B. ***Contents of PSO.*** The PSO shall define the terms of purchase and service delivery to a specific child. The PSO shall include the proposed objectives, the term of service, and the type of services to be rendered to the child. The child's Individual Family Services Plan (IFSP) shall be considered by the Provider and the Buyer in determining the proposed objectives, the term of service and the types of services to be rendered to the child.
   - C. ***Charges under PSO.*** The Provider agrees to charge the Buyer for only those services described in the PSO and in accordance with the Billing provisions of Section ten (10) of this Contract. The provider agrees to invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the buyer.
   - D. ***Adjustment or Termination of PSO by Buyer.*** The Buyer may adjust or terminate the PSO at any time as a result of changes in the child's eligibility for or progress with services or if the Buyer deems it to be in the

child's best interest to terminate the PSO. In the event that the Buyer becomes unable to honor any or all approved PSOs for causes beyond the Buyer's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the Buyer may terminate or modify any or all PSOs issued pursuant to this Contract as necessary to avoid delivery of services for which the Buyer cannot make payment. The Buyer shall notify the Provider immediately as soon as it becomes aware of such a cause for termination.

E. ***Termination of PSO by Provider.*** The Provider may only terminate a PSO prior to its expiration in the event of the child subject of the PSO committing an infraction considered a Serious Incident as defined in Section fourteen (14) of this Contract and the Provider having followed the notice requirements stated therein. In the event of termination of a PSO, all reasonable efforts will be made to give the Buyer 30 days written notice prior to termination of services to the child. Such written notice shall include the specific reason(s) for terminating services to the child.

5. **Employee Background Checks:** Employees providing services to or having contact with a client placed by (provider) must be checked through the child protective service registry in the state the client is placed within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment this state must also be checked. If the Provider is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Provider to the Buyer with thirty (30) days of receipt of such notice. Employees providing services to or having contact with a client placed by (provider) must also be checked through a criminal records background check in the state the client is placed within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment this state must also be checked through a criminal records background check. If the Provider is notified that any of its employees have a felony conviction, then this information will be made available by the Provider to the Buyer with thirty (30) days of receipt of such notice. The provider will be in compliance with its state's laws, regulations and licensure requirements relating to the conducting of criminal checks of its employees.

6. **Licensure**: The Provider represents and warrants that it (1) duly holds all necessary licenses required by local, State, federal laws and regulations and (2) will furnish satisfactory proof of such licensure to the Buyer's representative within ten (10) days after the execution of the Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify in writing – within five (5) days - the Buyer in the

event such licensing is suspended, withdrawn or revoked. The Provider agrees that such suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of the Buyer to pay the Provider's invoices.

7. **Service Quality.** The Provider shall provide services at or above the quality standard in the industry at which the service is provided. The description or evaluation written in the Service Fee Directory of the Profile of Services and Prices shall set forth the minimum level of service acceptable.

The Provider shall permit representatives of the Buyer to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of the Buyer. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child under the supervision and authority of the Buyer, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of the Buyer. Such reviews may occur as deemed necessary by the Buyer and may be unannounced.

8. **Service Rates.** The rates for services provided to a specific child by the Provider shall be set forth in the PSO for the child. The Provider may not increase the rate for any service described in a PSO during the term of the PSO unless the PSO provides for an automatic rate increase option, in which case the rate may only be increased in the initial month of the Buyer's fiscal year and must be agreed to in writing by the Buyer. The provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year.

The Provider shall provide to the Buyer written notice of any planned rate increase (90 days) prior to the initial month of the Buyer's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted in triplicate to the Buyer's Children's Services Act Manager.

9. **Medicaid.** The Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child under the supervision or authority of the Buyer. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the provider shall be the sole responsibility of the Provider. The Provider shall provide the Buyer with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one working day) of receipt of such by the Provider. All other documentation specific to Medicaid received by the

Provider shall be provided in writing to the Buyer within forty-eight (48) hours (two working days) by the Provider. The Buyer shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider.

With written authorization from the child's parent or legal guardian to do so, the Buyer shall supply the Provider with the child's Medicaid number, if applicable. The Buyer shall also Include a Certificate of Need from FAPT within 30 days prior to placement that indicates necessity of placement for residential treatment or a FAPT Assessment indicating medical necessity for therapeutic foster care placements; Provide a complete copy of the DSM-V diagnosis; Provide a completed CANS dated within 90 days of placement and as designated by State and Local Policy, Updated CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; Provide any relevant documentation for each child eligible for Medicaid reimbursement.

10. **Billing.** The Provider shall bill the Buyer each month for all services rendered to a child pursuant to a PSO. The Provider shall bill the Buyer for any and all services provided within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the Buyer for such services within forty-five (45) days of the date of the service.

The Provider's invoice shall list: the applicable services provided by funding source category as directed by the buyer and shall specify the name of the child to whom each service was provided and the month of service. The amount billed for services shall be the amount agreed upon in the PSO authorizing services to the child to whom the service was provided. The Provider agrees to bill and the Buyer agrees to pay for only those services authorized by the PSO for a specific child.

The Provider shall bill the Buyer for the actual number of hours and one minute increments of service provided to the child.

In the event of an absence of a non-residential child for a previously scheduled service, the Buyer agrees to pay to the Provider the service rate agreed to in the PSO for the child for up to ten (10) such occurrences per Buyer's fiscal year.

The Buyer shall return incorrect invoices without payment to the Provider for correction within forty-five (45) days of receipt of the invoice.

Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to the Buyer for

payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the Buyer within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the Buyer within the fifteen (15) day limit, then the Buyer shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the Buyer of any overpayment for services by the Buyer.

11. **Accounting and Record Keeping.** The Provider shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract and any PSO for a child under the supervision or authority of the Buyer on forms designated by the Buyer.

The Provider agrees to retain all books, records, and other documents relative to this Contract and any PSO for a child under the supervision or authority of the Buyer for five (5) years after any final payment pursuant to this Contract and any PSO for a child under the supervision or authority of the Buyer or as long as necessary for purposes of any unresolved state or federal audit. The Buyer, its authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials during an audit.

12. **Confidentiality.** Any information obtained pursuant by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of the Buyer, or such child's family members shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibility for services under this Contract. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.

13. **Reports**: Unless otherwise stipulated, the Provider shall submit to the Buyer a proposed written IEP or IFSP, as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP/IFSP shall include at least the following information: type(s) and number(s) of disabilities, mental health and mental retardation diagnoses, or delinquent behaviors for which the purchased services are intended to address, prognosis, short and long term goals, expected outcomes, and performance timeframes mutually agreed to between the Buyer and Provider when the services are purchased. Progress reports shall include progress or lack of progress of child on long and short term goals, and reasons thereof, any anticipated change to expected outcomes, medications administered (if any), and any significant incidents affecting the child. All reports shall be as accurate and precise as possible. If the Provider fails to provide any

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written treatment plan, progress report, or termination report in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.

The Provider shall provide the case manager with a copy of any reports of annual physical and dental examinations and psychological or psychiatric examinations of the child/youth conducted while under the care of the Provider.

If requested by the Buyer, the Provider shall provide a monthly utilization report for each child. The Provider shall submit the monthly utilization report within five (5) days after the end of each calendar month.

Upon two weeks notice of a meeting of the FAPT for a child, the Provider shall ensure that a representative with personal knowledge of the progress of the child and authority to bind the Provider attends and participates in such meeting

14. **Serious Incident Reporting**: The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment or hospitalization; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; malnutrition; serious illnesses, (such as tuberculosis or meningitis); serious injury (accidental or otherwise); suicide attempt; unexplained absences or absences without leave; or other incidents which jeopardize the health, safety, or well being of the youth.

Within 24 hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each youth involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and include:

Name of facility/provider; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency name; placing agency case manager' name; where the incident occurred, description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date.

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Separate reports should be completed and submitted for each child/youth involved and placed by the Buyer. The provider is responsible for ensuring the confidentially of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred the case manager will notify the Provider of the allegation. The provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

15. **Transportation to Court.** The Provider agrees to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. The Buyer agrees to provide the Provider with notice of a scheduled court date at least 10 business days prior to such date. The Provider agrees to notify the Buyer at least 10 business days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

The Provider further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Contract. The Provider agrees to bill the Buyer for costs of transportation in accordance with the Billing provisions agreed to in this Contract.

16. **Grievances.** In the event that a child under the supervision or authority of the Buyer submits a complaint to the Buyer concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control and make available all witnesses, if any, relevant to such complaint to the Buyer upon a request by the Buyer for such information.

17. **Subcontracts.** The Provider shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of the Buyer. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract and any PSO signed pursuant to this Contract (including but not limited to conducting required criminal background checks/child protective service registry checks of subcontractors' employees). The Provider shall be solely responsible for the performance of any of its subcontractors.

18. **Not Employees.** The Provider's performance under this Contract is as an independent contractor, and neither the Provider nor its employees, assignees or subcontractors shall be deemed employees of the Buyer while performing under this Contract.

19. **Insurance.** The Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming the

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Buyer as an additional insured, and shall furnish the Buyer with a certificate of insurance prior to commencing work upon any PSO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without ninety days written notice to the Buyer. The following insurance is required:

A. Commercial general liability insurance, written on an occurrence basis which shall insure against all claims, loss, cost damage, expense or liability from loss of life or damage or injury to person or property arising out of the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be $1,000,000 combined single limit for any one occurrence. The County of Dinwiddie, Virginia, its officers, agents and employees shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by the Buyer insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.

C. Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employers' liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers liability insurance will be $100,000 for bodily injury by accident each occurrence, $100,000 bodily injury by disease (policy limit) and $100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against the Buyer, its officer, employees, agents, volunteers and representatives.

D. Automobile liability insurance shall be at least $1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.

E. Professional liability insurance with a minimum of liability of $1,000,000.

The insurance coverage in amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of $1,000,000. Should an umbrella liability coverage policy be used to satisfy the requirements of this section, such coverage shall be accompanied by a certificate of endorsement stating that the policy applies to all of the above types of insurance.

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20. **Indemnity.** The Provider shall indemnify, defend and hold harmless Buyer, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents employees and subcontractors.

21. **Force Majeure.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities or delays or defaults of public carriers, which cannot reasonably be forecast or provided against.

22. **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 Buyer shall be made to:	**Notice to Provider shall be made to:**
County of Dinwiddie	New Path Interventions, LLC
Department of Children's Services	1011 East Main Street, Suite 220, Richmond, VA 23219
P. O. Box 193 (14010 Boydton Plank Road)	MST/Multi-Systemic Therapy Services
Dinwiddie, VA 23841	Richmond, VA 23219
With a Copy to: Dinwiddie County Attorney P.O. Drawer 70 Dinwiddie, VA 23841	**804-823-2746**

23. **Miscellaneous.**

A. ***Additional Provisions.*** General Terms and Conditions as required by the Virginia Public Procurement Act are attached hereto as "Attachment A" and made a part hereof. Any document referred to in this Contract but not attached hereto is hereby incorporated in this Contract by reference.

B. ***Merger.*** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Provider and the Buyer regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Provider and the Buyer regarding this Contract's subject matter shall be of any effect.

C. ***Modification.*** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the Provider and the Buyer given in the same manner and form as the original signing of this Contract.

D. ***Order of Precedence.*** Where there exists any inconsistency between the provisions of this Contract and the provisions other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.

E. Prior to Dinwiddie County Board of Supervisors approval of this contract, expenditures shall not exceed $50,000.00.

Signatures: DocuSigned by: 259435817...

Sikena Campbell, Executive Director	New Path Interventions	1/9/2026
Name and Title	Provider	Date
W. Kevin Massengill County Administrator	Buyer	Date

Approved as to Form:

County Attorney

ATTACHMENT A
GENERAL TERMS AND CONDITIONS
To be included in every contract over $10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

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

1. During the performance of this contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Drug-Free Workplace:

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

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

E. Payment:

(1) To Prime Contractor(s):

a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).

(2) *To Subcontractor(s):*

a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:

   1. To pay the subcontractor(s); or

   2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

F. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign

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business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

G. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

H. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

County of Dinwiddie



Department of Children's Services

P.O. Box 193 * 14010 Boydton Plank Rd. * Dinwiddie, Virginia 23841
PHONE: (804) 469-5391 FAX: (804) 469-5398

Virginia Juvenile Community Crime Control Act (VJCCCA) **Community Service** **Children's Services Act (CSA)**

Principal Agreement for Services

Introduction

This Principal Agreement ("Contract") is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services to any and all children under the care and responsibility of Dinwiddie County Department of Children's Services. In order for this Contract to be valid and enforceable, it must be signed by the County Administrator, and by an authorized agent of In My Corner Mentoring, LLC.

This Contract is effective as of this 1st day of July, 2025, between the Dinwiddie County Department of Children's Services ("**the Buyer**") and In My Corner Mentoring, LLC ("**the Provider**"), and shall expire at the close of business on 30th day of June, 2027.

This is a term agreement for requirements and does not involve a definite financial obligation on the part of the Buyer, although the Buyer shall use this contract for the limitation of procurement of services as seen fit and or specified.

This Contract may be terminated by either party with thirty (30) days written notice.

1. **Adherence to Law.** This Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent health and behavioral health accreditation agencies / organizations. The Buyer may modify this Contract to comply with any requirements mandated by federal, state or local law by giving written notice of said modification to the Provider.

2. **Choice of Law and Forum.** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in the Dinwiddie County Circuit Court. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.

3. **Specific Interpretations.**
   A. ***Waiver.*** The failure of the Buyer to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any of the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.
   B. ***Remedies Cumulative.*** All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.
   C. ***Severability.*** If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid.
   D. ***Captions.*** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
   E. ***Contract Construal.*** Neither the form of this Contract, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

4. **Purchase of Services Order.**
   A. ***Requirement for PSO.*** A Purchase of Services Order (PSO) shall be issued for any and all discrete services that are to be provided by the Provider to any child under the supervision or authority of the Buyer. No services shall be administered to a child under the supervision or authority of the Buyer without a PSO authorizing such discrete services signed by the Director of Children's Services and the Provider.
   B. ***Contents of PSO.*** The PSO shall define the terms of purchase and service delivery to a specific child. The PSO shall include the proposed objectives, the term of service, and the type of services to be rendered to the child. The child's Individual Family Services Plan (IFSP) shall be considered by the Provider and the Buyer in determining the proposed objectives, the term of service and the types of services to be rendered to the child.
   C. ***Charges under PSO.*** The Provider agrees to charge the Buyer for only those services described in the PSO and in accordance with the Billing provisions of Section ten (10) of this Contract. The provider agrees to invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the buyer.
   D. ***Adjustment or Termination of PSO by Buyer.*** The Buyer may adjust or terminate the PSO at any time as a result of changes in the child's eligibility for or progress with services or if the Buyer deems it to be in the

child's best interest to terminate the PSO. In the event that the Buyer becomes unable to honor any or all approved PSOs for causes beyond the Buyer's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the Buyer may terminate or modify any or all PSOs issued pursuant to this Contract as necessary to avoid delivery of services for which the Buyer cannot make payment. The Buyer shall notify the Provider immediately as soon as it becomes aware of such a cause for termination.

   E. ***Termination of PSO by Provider.*** The Provider may only terminate a PSO prior to its expiration in the event of the child subject of the PSO committing an infraction considered a Serious Incident as defined in Section fourteen (14) of this Contract and the Provider having followed the notice requirements stated therein. In the event of termination of a PSO, all reasonable efforts will be made to give the Buyer 30 days written notice prior to termination of services to the child. Such written notice shall include the specific reason(s) for terminating services to the child.

5. **Employee Background Checks:** Employees providing services to or having contact with a client placed by (provider) must be checked through the child protective service registry in the state the client is placed within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment this state must also be checked. If the Provider is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Provider to the Buyer with thirty (30) days of receipt of such notice. Employees providing services to or having contact with a client placed by (provider) must also be checked through a criminal records background check in the state the client is placed within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment this state must also be checked through a criminal records background check. If the Provider is notified that any of its employees have a felony conviction, then this information will be made available by the Provider to the Buyer with thirty (30) days of receipt of such notice. The provider will be in compliance with its state's laws, regulations and licensure requirements relating to the conducting of criminal checks of its employees.

6. **Licensure**: The Provider represents and warrants that it (1) duly holds all necessary licenses required by local, State, federal laws and regulations and (2) will furnish satisfactory proof of such licensure to the Buyer's representative within ten (10) days after the execution of the Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify in writing – within five (5) days - the Buyer in the

event such licensing is suspended, withdrawn or revoked. The Provider agrees that such suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of the Buyer to pay the Provider's invoices.

7. **Service Quality.** The Provider shall provide services at or above the quality standard in the industry at which the service is provided. The description or evaluation written in the Service Fee Directory of the Profile of Services and Prices shall set forth the minimum level of service acceptable.

   The Provider shall permit representatives of the Buyer to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of the Buyer. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child under the supervision and authority of the Buyer, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of the Buyer. Such reviews may occur as deemed necessary by the Buyer and may be unannounced.

8. **Service Rates.** The rates for services provided to a specific child by the Provider shall be set forth in the PSO for the child. The Provider may not increase the rate for any service described in a PSO during the term of the PSO unless the PSO provides for an automatic rate increase option, in which case the rate may only be increased in the initial month of the Buyer's fiscal year and must be agreed to in writing by the Buyer. The provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year.

   The Provider shall provide to the Buyer written notice of any planned rate increase (90 days) prior to the initial month of the Buyer's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted in triplicate to the Buyer's Children's Services Act Manager.

9. **Medicaid.** The Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child under the supervision or authority of the Buyer. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the provider shall be the sole responsibility of the Provider. The Provider shall provide the Buyer with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one working day) of receipt of such by the Provider. All other documentation specific to Medicaid received by the

Provider shall be provided in writing to the Buyer within forty-eight (48) hours (two working days) by the Provider. The Buyer shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider.

With written authorization from the child's parent or legal guardian to do so, the Buyer shall supply the Provider with the child's Medicaid number, if applicable. The Buyer shall also Include a Certificate of Need from FAPT within 30 days prior to placement that indicates necessity of placement for residential treatment or a FAPT Assessment indicating medical necessity for therapeutic foster care placements; Provide a complete copy of the DSM-V diagnosis; Provide a completed CANS dated within 90 days of placement and as designated by State and Local Policy. Updated CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; Provide any relevant documentation for each child eligible for Medicaid reimbursement.

10. **Billing.** The Provider shall bill the Buyer each month for all services rendered to a child pursuant to a PSO. The Provider shall bill the Buyer for any and all services provided within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the Buyer for such services within forty-five (45) days of the date of the service.

The Provider's invoice shall list: the applicable services provided by funding source category as directed by the buyer and shall specify the name of the child to whom each service was provided and the month of service. The amount billed for services shall be the amount agreed upon in the PSO authorizing services to the child to whom the service was provided. The Provider agrees to bill and the Buyer agrees to pay for only those services authorized by the PSO for a specific child.

The Provider shall bill the Buyer for the actual number of hours and one minute increments of service provided to the child.

In the event of an absence of a non-residential child for a previously scheduled service, the Buyer agrees to pay to the Provider the service rate agreed to in the PSO for the child for up to ten (10) such occurrences per Buyer's fiscal year.

The Buyer shall return incorrect invoices without payment to the Provider for correction within forty-five (45) days of receipt of the invoice.

Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to the Buyer for

payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the Buyer within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the Buyer within the fifteen (15) day limit, then the Buyer shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the Buyer of any overpayment for services by the Buyer.

11. **Accounting and Record Keeping.** The Provider shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract and any PSO for a child under the supervision or authority of the Buyer on forms designated by the Buyer.

The Provider agrees to retain all books, records, and other documents relative to this Contract and any PSO for a child under the supervision or authority of the Buyer for five (5) years after any final payment pursuant to this Contract and any PSO for a child under the supervision or authority of the Buyer or as long as necessary for purposes of any unresolved state or federal audit. The Buyer, its authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials during an audit.

12. **Confidentiality.** Any information obtained pursuant by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of the Buyer, or such child's family members shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibility for services under this Contract. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.

13. **Reports**: Unless otherwise stipulated, the Provider shall submit to the Buyer a proposed written IEP or IFSP, as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP/IFSP shall include at least the following information: type(s) and number(s) of disabilities, mental health and mental retardation diagnoses, or delinquent behaviors for which the purchased services are intended to address, prognosis, short and long term goals, expected outcomes, and performance timeframes mutually agreed to between the Buyer and Provider when the services are purchased. Progress reports shall include progress or lack of progress of child on long and short term goals, and reasons thereof, any anticipated change to expected outcomes, medications administered (if any), and any significant incidents affecting the child. All reports shall be as accurate and precise as possible. If the Provider fails to provide any

written treatment plan, progress report, or termination report in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.

The Provider shall provide the case manager with a copy of any reports of annual physical and dental examinations and psychological or psychiatric examinations of the child/youth conducted while under the care of the Provider.

If requested by the Buyer, the Provider shall provide a monthly utilization report for each child. The Provider shall submit the monthly utilization report within five (5) days after the end of each calendar month.

Upon two weeks notice of a meeting of the FAPT for a child, the Provider shall ensure that a representative with personal knowledge of the progress of the child and authority to bind the Provider attends and participates in such meeting

14. **Serious Incident Reporting**: The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment or hospitalization; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; malnutrition; serious illnesses, (such as tuberculosis or meningitis); serious injury (accidental or otherwise); suicide attempt; unexplained absences or absences without leave; or other incidents which jeopardize the health, safety, or well being of the youth.

Within 24 hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each youth involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and include:

Name of facility/provider; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency name; placing agency case manager' name; where the incident occurred, description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date.

Separate reports should be completed and submitted for each child/youth involved and placed by the Buyer. The provider is responsible for ensuring the confidentially of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred the case manager will notify the Provider of the allegation. The provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

15. **Transportation to Court.** The Provider agrees to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. The Buyer agrees to provide the Provider with notice of a scheduled court date at least 10 business days prior to such date. The Provider agrees to notify the Buyer at least 10 business days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

The Provider further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Contract. The Provider agrees to bill the Buyer for costs of transportation in accordance with the Billing provisions agreed to in this Contract.

16. **Grievances.** In the event that a child under the supervision or authority of the Buyer submits a complaint to the Buyer concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control and make available all witnesses, if any, relevant to such complaint to the Buyer upon a request by the Buyer for such information.

17. **Subcontracts.** The Provider shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of the Buyer. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract and any PSO signed pursuant to this Contract (including but not limited to conducting required criminal background checks/child protective service registry checks of subcontractors' employees). The Provider shall be solely responsible for the performance of any of its subcontractors.

18. **Not Employees.** The Provider's performance under this Contract is as an independent contractor, and neither the Provider nor its employees, assignees or subcontractors shall be deemed employees of the Buyer while performing under this Contract.

19. **Insurance.** The Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming the

Buyer as an additional insured, and shall furnish the Buyer with a certificate of insurance prior to commencing work upon any PSO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without ninety days written notice to the Buyer. The following insurance is required:

A. Commercial general liability insurance, written on an occurrence basis which shall insure against all claims, loss, cost damage, expense or liability from loss of life or damage or injury to person or property arising out of the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be $1,000,000 combined single limit for any one occurrence. The County of Dinwiddie, Virginia, its officers, agents and employees shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by the Buyer insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.

C. Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employers' liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers liability insurance will be $100,000 for bodily injury by accident each occurrence, $100,000 bodily injury by disease (policy limit) and $100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against the Buyer, its officer, employees, agents, volunteers and representatives.

D. Automobile liability insurance shall be at least $1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.

E. Professional liability insurance with a minimum of liability of $1,000,000.

The insurance coverage in amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of $1,000,000. Should an umbrella liability coverage policy be used to satisfy the requirements of this section, such coverage shall be accompanied by a certificate of endorsement stating that the policy applies to all of the above types of insurance.

20. **Indemnity.** The Provider shall indemnify, defend and hold harmless Buyer, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents employees and subcontractors.

21. **Force Majeure.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities or delays or defaults of public carriers, which cannot reasonably be forecast or provided against.

22. **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 Buyer shall be made to:	**Notice to Provider shall be made to:**
County of Dinwiddie	In My Corner Mentoring, LLC
Department of Children's Services	
P. O. Box 193 (14010 Boydton Plank Road)	5739 S. Laburnum Avenue
Dinwiddie, VA 23841	Henrico, VA 23231
With a Copy to: Dinwiddie County Attorney P.O. Drawer 70 Dinwiddie, VA 23841	lwoolridge@imcofva.com 804-588-4504

23. **Miscellaneous.**

A. ***Additional Provisions.*** General Terms and Conditions as required by the Virginia Public Procurement Act are attached hereto as "Attachment A" and made a part hereof. Any document referred to in this Contract but not attached hereto is hereby incorporated in this Contract by reference.

B. ***Merger.*** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Provider and the Buyer regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Provider and the Buyer regarding this Contract's subject matter shall be of any effect.

C. ***Modification.*** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the Provider and the Buyer given in the same manner and form as the original signing of this Contract.

D. ***Order of Precedence.*** Where there exists any inconsistency between the provisions of this Contract and the provisions other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.

E. Prior to Dinwiddie County Board of Supervisors approval of this contract, expenditures shall not exceed $50,000.00.

Signatures:

LaKeisha Woolridge Executive Assistant	In My Corner Mentoring, LLC Provider	1/8/2026 Date
W. Kevin Massengill County Administrator	Buyer	Date

Approved as to Form:

County Attorney

ATTACHMENT A
GENERAL TERMS AND CONDITIONS
To be included in every contract over $10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

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

1. During the performance of this contract, the Contractor agrees as follows:

   a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Drug-Free Workplace:

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

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

E. Payment:

(1) To Prime Contractor(s):

a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).

(2) To Subcontractor(s):

a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:

1. To pay the subcontractor(s); or

2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

F. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign

business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

G. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

H. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

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

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

6. REPORTS:

A. VIRGINIA DEPARTMENT OF TRANSPORTATION

Paul Hinson, Assistant Residency Engineer, provided the following

VDOT Virginia Department of Transportation
Richmond

Petersburg Residency

VDOT Call Center – 1-800-367-ROAD

DINWIDDIE COUNTY
January 20, 2026 – Monthly Report

MAINTENANCE

Church Road and McKenney Area Headquarters for the month of December 2025.

- Removed debris and 70 bags of trash throughout the county.
- Repaired 131 potholes throughout the county.
- Machined unpaved roads throughout the county.
- Shoulder work on various secondary routes.
- Cleaned culvert pipes on various secondary routes.
- We received 126 new work orders and closed 122 work orders. There are 25 pending work orders older than ninety (90) days.

LAND DEVELOPMENT & PERMITS	**Paul Hinson, P.E.**

Plans with outstanding comments or under review (Activity within last 90 days)

- Dinwiddie Industrial Park Offsite Waterline, Route 142 Simpson Road – Utility plans for proposed waterline submitted for review and acceptance on 12-22-25 and comments issued on 12-30-25.

Plans found acceptable

- Simpon Road Warehouse, Route 142 Simpson Road – Revised site plan for proposed warehouse project submitted for review and acceptance on 12-17-25 and found acceptable on 12-30-25.
- Fort Emory Estates Section 2 Construction Plans – Route 741 Fort Emory Road and Route 613 Squirrel Level Road – Revised construction plans submitted for review and acceptance on 11-25-25 and found acceptable on 12-9-25.
- Dinwiddie Industrial Park, Route 142 Simpson Road – Revised site plans for proposed industrial park submitted for review and acceptance on 12-22-25 and found acceptable on 1-5-26.

Other

- Fort Emory Estates Section 2 – Subdivision Plat, Route 741 Ft. Emory Road and Route 613 Squirrel Level Road - Subdivision plat submitted for review and acceptance on 12-16-25 and comments issued on 12-30-25. Amended plat submitted for review and acceptance on 1-6-26 and found acceptable.

LUP Permits Issued and Completed

Permit Number	Permittee	Dinwiddie County	Permit Issuance Date	Permit Completion Date
60505	Russell Bland	26	12-17-25	
60506	CMH Homes Ashland	26	12-4-25	
60512	Prince George Electric Cooperative	26	12-10-25	
60514	Mid Atlantic Broadband Communities Corp.	26	12-10-25	
60515	County of Dinwiddie	26	12-17-25	
60516	Verizon	26	12-12-25	
60525	Prince George Electric Cooperative	26	12-18-25	
60526	Dibble Custom Homes	26	1-6-26	
60527	Ever Mejia	26	1-6-26	
59930	Dominion Energy/VA Elec & Power Co	26	6-28-24	12-22-25
60212	Dylan Rose	26	5-13-25	12-16-25

CONSTRUCTION — **Susan Warr, P.E.**

UPC 124672 / 9999-964-862, N501
Contractor: Mullen's Markings, Inc.
Name: Road Improvements
CM: Blake Smith
Location: Dinwiddie, Nottoway, Prince George
Fixed Completion Date: 12/05/25
Comments: Project Complete. Ending C-5 issued 12-01-25.

UPC 127763 / ST4D-964-F26, P401
Contractor: Whitehurst Paving Co., Inc.
Name: 2026 Surface Treatment
CM: Charlene Fallen
Location: Dinwiddie, Nottoway, Prince George
Fixed Completion Date: 10/18/26
Comments: Contract executed 11/19/25. Preconstruction Meeting will be scheduled for early 2026.

UPC 127765/ SS4B-964-F26, P401
Contractor: Slurry Pavers, Inc.
Name: 2026 Cape Seal
CM: Chris Tavenner
Location: Dinwiddie, Nottoway, Prince George
Fixed Completion Date: 10/18/26
Comments: Contract executed 11-19-25.

UPC 127767/ LM4A-964-F26, P401
Contractor: Slurry Pavers, Inc.
Name: 2026 Latex Modified Schedule. Primary/ Secondary
CM: Chris Tavenner

Location: Brunswick, Mecklenburg, Lunenburg, Dinwiddie, Nottoway, Amelia, Chesterfield, Goochland, Powhatan
Fixed Completion Date: 10/18/26
Comments: Contract executed 12-16-25.

TRAFFIC STUDIES/SPECIAL REQUESTS

- Route 644 Depot Road – Citizen requesting a safety study to add double lines on the road. Study has been completed and centerlines weren't warranted.

7. **ACTION ITEMS:**

A. PROPOSED BYLAWS AMENDMENT

Tyler Southall, County Attorney, presented the following for Board approval.

Dinwiddie County Attorney's Office
14010 Boydton Plank Road
Dinwiddie, Virginia 23841

MEMORANDUM

TO: Board of Supervisors

FROM: Tyler C. Southall, County Attorney

CC: W. Kevin Massengill, County Administrator

DATE: January 16, 2026

SUBJECT: Proposed Bylaws Amendment

Background

At the January 6, 2026 Organizational Meeting of the Board of Supervisors, the County Attorney's Office advised that there may be a suggested amendment to the bylaws coming.

The County Attorney's Office is suggesting that the language underlined below be added to, and the language shown in strikethrough be removed from, Article VII, which deals with appointments. A copy of the entire bylaws with the amendment language is also included separately for reference.

Article VII

Appointments ~~of Committees~~

Appointments to committees of the Board and to authorities, boards, and commissions, shall be made only by Resolution (which for the purposes of clarity shall include any duly approved motion) adopted by a majority of the full Board. Prior to consideration of the nomination, the nominee shall be notified to determine his or her willingness to serve and to determine if he or she meets the qualifications of such appointment.

This amendment clarifies that Article VII governs all appointments, not just committees, and clarifies that a duly adopted motion satisfies the requirement for a formal resolution.

Action

BE IT RESOLVED, that the Board of Supervisors of Dinwiddie County, Virginia does hereby approve the amendment to the bylaws outlined above and to the extent necessary ratifies all previous appointments made in compliance with the language thereof.

P. O. DRAWER 70 ■ DINWIDDIE, VIRGINIA 23841 ■ TELEPHONE (804) 469-4500 ■ FAX (804) 469-4503
WWW.DINWIDDIEVA.US

BYLAWS

BOARD OF SUPERVISORS

DINWIDDIE COUNTY

Adopted March 16, 2004
Revised February 6, 2006
Revised March 21, 2006
Revised June 20, 2006
Revised December 19, 2006
Revised January 3, 2018
Revised January 20, 2026

ARTICLE I
OFFICERS AND THEIR SELECTION

A. The Officers of the Board of Supervisors shall consist of a Chairman and Vice Chairman, each of whom shall serve for a term of one (1) year.

B. Nomination of Officers shall be made from the Board at the first meeting of each calendar year. Election of Officers shall follow immediately.

ARTICLE II
DUTIES OF OFFICERS

A. The Chairman shall:
(1) Preside at all meetings;
(2) Work closely with the County Administrator on day to day matters, approve appropriate financial documents, and approve the agenda for all meetings;
(3) Serve on all standing committees of the Board;
(4) Carry out such other duties as assigned by the Board.

B. The Vice-Chairman shall act in the absence or inability of the Chairman to act.

ARTICLE III
AGENDA PREPARATION POLICY

A. The County Administrator shall prepare an agenda for each regular meeting of the Board of Supervisors. Supervisors, staff, and others may submit to the County Administrator items for the agenda at any time prior to Noon Wednesday preceding the regular meeting to which such item relates. Emergency Items will be added as an amendment to the agenda.

B. Copies of the agenda shall be made available at the office of the County Administrator for each Supervisor and for members of the News Media serving the County and the public not later than close of business on Friday preceding the meeting to which it relates.

ARTICLE IV
MEETINGS

A. The time and place of Board Meetings shall be set from time to time by resolution of the Board in conformance with State Law. The regular meeting schedule shall be set at the organizational meeting held in January each year.

B. Minutes from the previous meeting shall be delivered to the Board members with the agenda prior to the next meeting. Unless requested by a Board member, the minutes will not be read and will be approved upon motion and vote of the Board.

C. ORDER OF BUSINESS
(1) COMMENCEMENT OF MEETINGS:
At the time established in accordance with Article IV (A) of these By-Laws for the commencement of regular meetings or at the hour specified for continued or special meetings, the Chairman shall call the meeting to order and shall direct the clerk to note the absence of any Board members by roll call. A quorum shall be required for commencement of any meeting.

(2) AGENDA:
An agenda shall be prepared by the County Administrator in accordance with Article III under these By-laws. The proposed agenda shall be adopted by the Board at each meeting. Should the chairman or any member of the Board have a matter which he or she feels needs to be brought to the attention of the Board but which is not on the agenda, or if there is an amendment to the order of the agenda, he or she may make a motion that an addition or amendment be made to the agenda. Such amended agenda must be approved by a majority of the Board members present.

D. QUORUM AND METHOD OF VOTING

A majority of the members of the Board of Supervisors shall constitute a quorum of the Board. All questions submitted to the Board for decision shall be determined by a *viva voce* vote of a majority of the supervisors voting on any such questions, unless otherwise provided by law. The name of each member voting and how he or she voted must be recorded.

E. PROCEDURE FOR ROLL CALL OF BOARD MEMBERS

(1) The Chairman of the Board of Supervisors shall cast the last vote.

(2) The Members of the Board of Supervisors shall cast votes in district order on a rotating basis per meeting.

(3) The Chairman/Clerk shall restate all motions before a vote is taken and the result of the vote shall be announced following each vote.

F. GENERAL RULES OF PROCEDURE

The Board's Parliamentary Procedures shall be Robert's Rules of Order, Newly Revised, 10th edition, specifically to include Section 49, *Conduct of Business in Boards*, pages 469 – 471, in all matters not covered by the Board's bylaws, to the extent compatible with law and the historical practices of the Board. The County Attorney, or his or her designee, shall act as Parliamentarian to the Board. Any questions involving the interpretation or application of Robert's Rules shall be addressed to the County Attorney. The Board may amend, by Resolution, the rules as it deems appropriate. The following rules shall apply:

(1) Members are not required to obtain the floor before making motions or speaking, which they can do while seated.

(2) Motions need not be seconded. If a motion is not seconded, the Chairman shall decide if a vote is taken on the motion or if a motion is dead.

(3) There is no limit to the number of times a member can speak to a question, and motions to close or limit debate generally should not be entertained.

(4) Informal discussion of a subject is permitted while no motion is pending.

(5) The Chairman can speak in discussion without leaving the chair, can vote on all questions, but can not make motions unless by consent of a majority of Board members present.

(6) No Board member is required to vote on any issue.

If any Board member determines, prior to the calling of any issue before the Board, that he, because of conflict or otherwise, will abstain from voting on such issue, he shall announce such intention at the time the issue comes before the Board and shall not participate in the discussion on such issue or question.

An abstention shall be counted for the purpose of determining a quorum. An abstention defeats a motion requiring a unanimous vote.

(7) In the incidence of a tie vote the issue voted upon by the Board is dead and therefore voted down.

(8) Only Board members and the Parliamentarian shall have standing to raise noncompliance with these General Rules of Procedure, and only during the current meeting at the time of violation. Failure of the Board to comply with these General Rules of Procedure shall not invalidate any action taken by the Board.

G. MEMBER ABSENTING HIMSELF FROM MEETING PRIOR TO ADJOURNMENT

After the name of any member of the Board has been recorded as present at any meeting of the Board, he shall not absent himself from the remainder of the meeting prior to adjournment unless by consent of the Board.

H. BOARD TO SIT WITH OPEN DOORS

The Board of Supervisors shall sit with open doors and all persons conducting themselves in an orderly manner may attend the meetings; however, the Board may hold closed sessions as permitted by law and when deemed necessary by a majority vote of the Board.

The consent agenda shall be introduced by a motion "to approve", and shall be considered by the Board as a single item. There shall be no debate or discussion by any member of the Board regarding any item on the consent agenda. The Clerk or his/her designee shall provide a brief written summary or memo on each item included in the consent agenda. Upon request of any Board member who wishes to question or discuss an item, that item shall be removed from the Consent Agenda. This item shall be transferred onto the agenda for consideration.

I. CITIZENS COMMENT PERIOD
RULES FOR CITIZEN COMMENT PERIOD

To ensure that the affairs of the Board and its committees may be conducted in an orderly manner, to ensure that all persons desiring to address the Board on matters pertinent to it are afforded an opportunity to do so, to permit persons in attendance to observe and hear the proceedings of the Board without distraction, and to permit to the fullest extent the Board to conduct County business with minimal disruption, the following rules are established.

(1) Each person desiring to speak must sign up in advance of the opening of the Citizens' Comment period on the agenda.

(2) Each speaker shall be limited to a period of three minutes per comment period; when two minutes have passed the speaker will be reminded that there is one minute remaining.

(3) Speakers who have signed up may use their allotted time only for themselves and may not donate their time to other speakers.

(4) Speakers will not be permitted to use audiovisual materials or other visual displays, but may present written and photographic materials to the Board members.

(5) Comments must be confined to matters germane to the business of the Board of Supervisors and shall not be cumulative or repetitive.

(6) Speakers should address the Board with decorum – loud, boisterous, and disruptive behavior, obscenity, and vulgarity should be avoided as well as other words or acts tending to evoke violence or deemed to be a breach of the peace.

(7) The Citizens' Comment period is not intended to be a question and answer period or time for dialogue with County officials. Questions which are raised during a comment period may at the discretion of the Board be responded to by County officials after sufficient time for appropriate investigation.

(8) Speakers shall remain at the podium while addressing the Board.

(9) Speakers shall not be interrupted by audience comments, calls/whistles, laughter, or other gestures. Individuals in the audience who do not abide by this policy after a warning will be asked to leave the meeting.

(10) Expressive activities including, but not limited to, petitioning, picketing, displaying signs and posters, solicitation, demonstrating, pamphlet distribution, and conducting polls shall not be permitted within the Administration Building or in any other building that the Board is meeting.

These rules do not preclude persons from delivering to the Board or its Clerk written materials including reports, statements, exhibits, letters, or signed petitions or to prohibit persons from presenting oral or written comments on any subject germane to the business of the Board to individual Board members or to the Board through its Clerk outside the context of the public meeting.

J. AGENDA ITEM PROCEDURE

The following guidelines shall be followed for comment addressed to specific agenda items:

(1) In order to prevent obvious questions from consuming Board Meeting time, the Chairman and/or designated person(s) will give a brief explanation of each agenda item prior to opening the floor for citizens' comments.

ARTICLE V
PROCEDURE FOR DEALING WITH ITEMS NOT ON THE AGENDA

A. All matters not on the agenda must be raised during citizens comment period. Any matter not on the agenda shall not be considered unless approved for consideration by the majority of the Board present in accordance with Article IV, C (2).

B. For any special meeting, the business to be discussed shall be stated in the call for such meeting. The Chairman or Administrator shall prepare a written agenda listing all items to be considered for every special meeting. No other business shall be discussed or acted upon unless approved for consideration by the majority of the Board present in accordance with Article IV, C (2).

ARTICLE VI
PUBLIC HEARINGS

A. All public hearings will be advertised in accordance with the Virginia Code. Public hearings may be postponed, continued or canceled at the discretion of the Board.

B. In addition to those required by law, the Board at its discretion may hold public hearings when it decides that a hearing will be in the public interest.

C. The case before the Board shall be summarized by the Chairman or designated person(s). Interested parties wishing to speak must sign the register at the rear of the room prior to the start of the hearing. Each person wishing to speak will be called to the podium by the Chairman or designated person(s) in the order such person signed the register and must state his or her name and address for the record. Each speaker shall be limited to five (5) or three (3) minutes, unless waived by the Board.

D. Board Members shall limit their comments in public hearings to insure participation by the public without Board interference.

ARTICLE VII
APPOINTMENTS ~~OF COMMITTEES~~

Appointments to committees of the Board and to authorities, boards, and commissions, shall be made only by Resolution (which for the purposes of clarity shall include any duly approved motion) adopted by a majority of the full Board. Prior to consideration of the nomination, the nominee shall be notified to determine his or her willingness to serve and to determine if he or she meets the qualifications for such appointment.

ARTICLE VIII
DUTIES OF THE COUNTY ADMINISTRATOR

The County Administrator shall:

A. Prepare the agenda for each meeting for approval in conformance with the agenda preparation procedure outlined in these bylaws.

B. Keep a written record of all business transacted by the Board.

C. Administer the financial control procedures of the County.

D. Advise and inform the Board on all matters affecting County government.

E. Execute all formal documents authorized by the Board of Supervisors.

F. Provide and supervise all staff services directly under the control of the Board of Supervisors.

G. The County Administrator shall be responsible for all personnel management of the County. Department Directors will be hired and dismissed with the consent of the Board of Supervisors.

H. Prepare an annual operating budget for the County government in accordance with guidelines established by the State auditor's office for approval by the Board of Supervisors. He shall be responsible for maintaining adequate financial and accounting records on all County business under his control.

I. Serve as the Board's representative in all circumstances where the Chairman, Vice Chairman, or a majority of the Board Members are not available.

J. Perform all other duties delegated by the Board as required by law.

ARTICLE IX
AMENDMENTS

A. The Bylaws may be amended by a recorded majority vote of the entire membership of the Board provided that written notice has been given to all members of the Board and a copy of the proposed amendment is sent with the notice, prior to said meeting.

B. The Bylaws may be suspended in whole or in part only upon the unanimous vote of Board members present, relating to any matter before it.

CODE OF ETHICS AND STANDARDS OF CONDUCT
FOR MEMBERS OF
THE DINWIDDIE COUNTY BOARD OF SUPERVISORS

CODE OF ETHICS

Recognizing that persons who hold public office have been given a public trust and that the stewardship of such office demands the highest levels of ethical and moral conduct, any person serving on the Dinwiddie County Board of Supervisors should adhere to the following Code of Ethics:

1. Uphold the Constitution, laws and regulations of the United States and of all governments therein and never knowingly be a part to their evasion.
2. Put loyalty to the highest moral principles and to the County as a whole above loyalty to individuals, districts, or particular groups.
3. Give a full measure of effort and service to the position of trust for which stewardship has been granted; giving earnest effort and best thought to the performance of duties.
4. Seek to find and use the most equitable, efficient, effective, and economical means for getting tasks accomplished.
5. Adopt policies and programs that support the rights and recognize the needs of all citizens regardless of race, sex, age, religion, creed, country of origin or handicapping condition. Avoid adopting policies, supporting programs or engaging in activities that discriminate against or offend individuals because of race, sex, age, religion, creed, and country of origin or handicapping condition.
6. Ensure the integrity of the actions of the Board of Supervisors by avoiding discrimination through the dispensing of special favors or unfair privileges to anyone, whether for remuneration or not. A member should never accept for himself or herself or for family members, favors or benefits under circumstances, which might be construed by reasonable persons as influencing the performance of Board of Supervisors duties.
7. Make no private promises of any kind binding upon the duties of any office, since a public servant has no private word, which can be binding on public duty.

9

8. Engage in no business with the county government, or the school system, either directly or indirectly, which is inconsistent with the conscientious performance of Board of Supervisors duties except as may be consistent with the conflict of interest statutes in the Code of Virginia.
9. Never use any information gained confidentially in the performance of Board of Supervisors duties as a means of making private profit.
10. Expose, through appropriate means and channels, corruption, misconduct, or neglect of duty whenever discovered.
11. Adhere to the principle that the public's business should be conducted in the public view by observing and following the letter and spirit of the Freedom of Information Act using closed sessions only to deal with sensitive matters as provided by the Code of Virginia.
12. Avoid using the position of public trust to gain access to the media for the purposes of criticizing colleagues or citizens, impugning their integrity or vilifying their personal beliefs.
13. Make sure, when responding to the media, that a clear distinction is made between personal opinion or belief and a decision made by the Board.
14. Review orally and in public session, at the annual organizational meeting, each of these principles.
15. Pledge to honor and uphold these principles, ever conscious that public office is a public trust.

10

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

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

8. CITIZEN COMMENTS

There were no comments heard.

9. COUNTY ADMINISTRATOR COMMENTS

Kevin Massengill, County Administrator, highlighted several initiatives and engagements, beginning with the Citizens Academy, now in its fifth cohort, which has received positive feedback from participants. He detailed a recent partnership meeting with Virginia Tech officials focused on strategic planning and economic analysis for localities, emphasizing its significance for the county. Mr. Massengill also introduced the new Petersburg National Battlefield Superintendent, Andrea Dekoter, noting her focus on tourism and collaboration. He described a tour of District Three with Mr. Chavis to observe infrastructure and housing patterns, emphasizing the value of such hands-on reviews. He provided updates on Richard Bland College's upcoming interim presidency, the start of the General Assembly session, key legislative dates, and budget processes, underscoring the extensive work ahead. Mr. Massengill mentioned community events, including the Mount Level historical marker dedication, a reception at Fort Lee, and the Walk for Peace by Buddhist monks passing through the county. He warned of an approaching significant snowstorm, advising residents to prepare, especially regarding livestock and extended cold. Finally, he celebrated a professional milestone, congratulating Clerk to the Board Camisha Brown for earning her Master Municipal Clerk (MMC) designation—making her the first in county history and the only MMC in the region—acknowledging her remarkable career growth over five years and noting an upcoming press release to recognize her achievement.

10. BOARD MEMBER COMMENTS

Mr. Lee began by expressing support for Virginia Tech's involvement in the county's strategic planning but cautioned against labeling agricultural land as "undeveloped," emphasizing the value of farmland and the need to balance growth with preserving rural areas. He shared a personal anecdote about farming and snowstorms, noting that livestock are generally well-prepared for winter weather and advising residents to take precautions during the upcoming storm. Mr. Lee also congratulated Camisha Brown on her accomplishments and recognized her efforts in supporting the Board, adding a lighthearted comment about keeping everyone organized. He concluded by encouraging the community to look out for neighbors during the inclement weather.

Dr. Moore opened by congratulating Camisha Brown on achieving her Master Municipal Clerk designation, recognizing it as a historic milestone for Dinwiddie County and a rare accomplishment statewide. He expressed gratitude to outgoing Governor Youngkin for leaving the state in strong fiscal condition through sustained economic development. Dr. Moore reflected on a recent fire department awards banquet, emphasizing the importance of honoring the long-standing service of first responders in the northern part of the county. He noted his anticipation of attending a community reception at Fort Lee to meet the new general, highlighting the significance of maintaining strong partnerships with military personnel in the county. He also mentioned the planned stop of the Walk for Peace monks at West End Baptist Church, underscoring community engagement. Dr. Moore concluded by urging residents to prepare for the expected snowstorm, stressing personal preparedness, neighborly support, and patience with emergency and road crews, while emphasizing communication and community care.

Mr. Chavis began by echoing the praise of Mr. Lee and Dr. Moore, commending Camisha Brown for her consistent support and responsiveness to the Board's needs. He also thanked Marie Grant and the staff for their work on the Citizens Academy, noting positive feedback from participants. Mr. Chavis shared his excitement about participating in the upcoming VACo Certified Board of Supervisors training. He mentioned President Dr. Sydow's upcoming retirement from Richard Bland College and commended her on the work and effort she put into improvements at the college.

Mr. Dooley reflected on the previous day's event at Mount Level, describing it as an inspiring experience that emphasized unity and love for one's neighbor, drawing on the teachings of Dr. King and biblical principles. He highlighted the importance of compassion in a world often dominated by negativity, noting that loving others helps guide actions and decisions. Mr. Dooley thanked the sheriff's office for ensuring safety during the event, particularly with children present, and offered prayers of support for first responders and essential workers facing the upcoming weekend's challenges.

Mrs. Ebron-Bonner, serving her third term as Chair of the Dinwiddie County Board of Supervisors, began by wishing everyone a Happy New Year and expressing her honor to lead the Board. She emphasized her focus for 2026 on veterans' mental health and access to supportive services, drawing on her 35-year career at Central State Hospital and her personal commitment to mental wellness. She reflected on recent community events, including a well-attended Dr. Martin Luther King, Jr. commemoration at Mount Level Baptist Church that highlighted unity and hope, and a gathering with Namozine Fire station to recognize service and community engagement across generations. She also acknowledged the passing of Dr. Gladys Mae West, a Dinwiddie native whose pioneering work in mathematics and satellite modeling contributed to GPS technology, noting the county's pride in her accomplishments and extending condolences to her family. Mrs. Ebron-Bonner congratulated Camisha Brown on her professional achievements, earning the Master Municipal Clerk designation, highlighting its significance for the county's recognition. Finally, she addressed current societal concerns, emphasizing the importance of upholding dignity and doing one's job responsibly, even when dealing with challenging situations, and encouraged the community to approach issues thoughtfully and respectfully as 2026 progresses.

11. <u>CLOSED SESSION:</u>

At 3:55 PM, upon motion of Mr. Lee, seconded by Mr. Chavis, the Board convened into a closed meeting under:

§2.2-3711 (A) (1) Personnel:

Appointments:

- *Board of Zoning Appeals*
- *Dinwiddie Airport and Industrial Authority*
- *Dinwiddie County Planning Commission*
- *Dinwiddie County Water Authority*
- *Dinwiddie County Industrial Development Authority*
- *Design Review Board*
- *Firearms Safety Advisory Committee (Backstop/ Shooting at Night)*

§2.2-3711 (A) (5) Business And Industry Development:
Discussion Concerning Prospective Business Or Industry Or The Expansion Of Existing Business Or Industry Where No Previous Announcements Have Been Made:

- *Economic Development Prospects Update*

§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 Property For Economic Development*
- *Disposition Of Public Property For Economic Development*
- *Acquisition Of Property For Government Complex*

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

At 7:04 PM, upon motion of Dr. Moore, seconded by Mrs. Ebron-Bonner, the Board convened into an open meeting.

Upon motion of Mr. Chavis, seconded by Dr. Moore,

Whereas, this Board convened in a closed meeting under

§2.2-3711 (A) (1) Personnel:

Appointments:

- *Board of Zoning Appeals*
- *Dinwiddie Airport and Industrial Authority*
- *Dinwiddie County Planning Commission*
- *Dinwiddie County Water Authority*
- *Dinwiddie County Industrial Development Authority*
- *Design Review Board*
- *Firearms Safety Advisory Committee (Backstop/ Shooting at Night)*

§2.2-3711 (A) (5) Business And Industry Development:
Discussion Concerning Prospective Business Or Industry Or The Expansion Of Existing Business Or Industry Where No Previous Announcements Have Been Made:

- *Economic Development Prospects Update*

§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 Property For Economic Development*
- *Disposition Of Public Property For Economic Development*
- *Acquisition Of Property For Government Complex*

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 closed meeting.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

12. PUBLIC HEARINGS

A. FY 2026 BUDGET AMENDMENTS
Mr. Dooley, Dr. Moore and Mr. Lee read the following disclosures.

DISCLOSURE OF INTEREST PURSUANT TO SECTION 2.2-3112 OF THE CODE OF VIRGINIA, 1950, AS AMENDED

At the January 20, 2026 Meeting of the Dinwiddie County Board of Supervisors, I intend to vote concerning the FY 2026 Budget Amendments. The Budget Amendments will adjust how much money is available for the Dinwiddie County Sheriff's Office. I am employed by the Dinwiddie County Sheriff's Office. The Budget Amendments affect many groups of people in Dinwiddie County, including the employees of the Dinwiddie County Sheriff's Office, and I am able to participate in the transaction fairly, objectively, and in the public interest.

Casey M. Dooley
District 1 Supervisor

01/20/2026
Date

The address of the Dinwiddie County Sheriff's Office is 13850 Courthouse Road, Dinwiddie, VA 23841.

DISCLOSURE OF INTEREST PURSUANT TO SECTION 2.2-3112 OF THE CODE OF VIRGINIA, 1950, AS AMENDED

At the January 20, 2026 Meeting of the Dinwiddie County Board of Supervisors, I intend to vote concerning the FY 2026 Budget Amendments. The Budget Amendments will determine how much money is appropriated to the Dinwiddie County School Board. My wife is employed by the Dinwiddie County School Board. The Budget Amendments affect many groups of people in Dinwiddie County, including all school board employees in the County, and I am able to participate in the transaction fairly, objectively, and in the public interest.

Mark E. Moore
District 2 Supervisor

1/20/2026
Date

The address of the Dinwiddie County School Board is 14016 Boydton Plank Road, Dinwiddie, VA 23841.

DISCLOSURE OF INTEREST PURSUANT TO SECTION 2.2-3112 OF THE CODE OF VIRGINIA, 1950, AS AMENDED

At the January 20, 2026 Meeting of the Dinwiddie County Board of Supervisors, I intend to participate in discussion and vote concerning the FY 2026 Budget Amendments. The Budget Amendments will adjust how much money is appropriated to the Dinwiddie County School Board. My wife is employed by the Dinwiddie County School Board. The Budget affects many groups of people in Dinwiddie County, including all school board employees in the County, and I am able to participate in the transaction fairly, objectively, and in the public interest.

Daniel D Lee

Daniel D. Lee
District 4 Supervisor

Date: 1-20-2026

The address of the Dinwiddie County School Board is 14016 Boydton Plank Road, Dinwiddie, VA 23841.

Anne Howerton, Deputy County Administrator, presented the following.

Dinwiddie County Finance
14010 Boydton Plank Road
Dinwiddie, Virginia 23841
Phone: 804-469-4500

MEMORANDUM

TO: Board of Supervisors

FROM: Anne Howerton, Deputy County Administrator

DATE: January 20, 2026

SUBJECT: FY 2026 Budget Amendments: FY 25 Fund Balance Re-Appropriations, Additional School Appropriations, and Additional General Fund Appropriations

Background

Section 15.2-2507 of the Code of Virginia requires a locality to advertise and hold a public hearing if the Board needs to amend their currently adopted budget by more than 1% of total expenditures. Since the amount of the following amendments exceeds that 1% threshold, a public hearing is being held today.

As you know, special revenue funds may only be spent for specific purposes. Since their fund balances do not revert to the General Fund at year end, the ending balances need to be re-appropriated for each fiscal year. Additionally, each year the Board of Supervisors approves and appropriates project specific capital improvement plan expenditures. The projects, however, may take more than one year to complete, resulting in project year end balances in the CIP Fund. Also the budgeted project balances at year end may be more or less than the actual balances in each CIP project at June 30. Therefore re-alignment of fund balance by CIP project is necessary. Once the year-end fund balances were verified by the FY 2025 audit, the correct expenditure appropriations for these funds and CIP projects were determined by Staff and can now be appropriated by the Board. The special revenue funds budgets listed below need to be amended to accurately reflect fund balances as of 6/30/25.

The second amendment decreases E-Summons expenditures in the General Fund by $24,745 based on the FY 2025 year-end fund balance of that account.

The third amendment appropriates $102,192 for the School Operations Fund budget and $178,987 for the School Grants Fund budget in additional state funds as approved by the Governor and the School Board for FY 2026.

The fourth amendment is a true-up of the School Operations Fund year-end fund balance transfer to the School Capital Fund. This was originally budgeted for $500,000, but needs to be amended to transfer an additional $221,394 (see attached memo from the Schools).

Dinwiddie County Finance
14010 Boydton Plank Road
Dinwiddie, Virginia 23841
Phone: 804-469-4500

The fifth amendment transfers $21,906 from the General Fund to the Public Safety Fund for a 50/50 match to the OEMS pharmacy project drug grant.

The sixth amendment appropriates $300,000 from the unassigned General Fund balance to address various repairs and maintenance items that are needed to ensure functionality and safety in our facilities for employees and citizens.

Previous Board Actions

Tax rate and budget work sessions were held last spring, and a public hearing for the FY 2026 budget was held on April 29, 2025. The FY 2026 budget was then approved on May 6, 2025. The FY 2026 General Fund budget was increased in July 2025 by $76,019 for a Library of Virginia grant and an additional State Compensation Board funded position for the Clerk of the Circuit Court.

Recommendation

We recommend approval of the following resolution.

Resolution

Now, therefore be it resolved that the Board of Supervisors of Dinwiddie County, Virginia does hereby appropriate and amend the FY 2026 budgets by the following amounts:

Fund	**Expenditure**
Special Revenue Funds Adjustments:	
Social Services Fund	$ 282,905
Litter Grant/Recycling Fund	$ (38,906)
Community Development Fund	$ 66,288
Community Service Fund	$ 9,808
Children's Services Act Fund	$ 379,528
Law Library Fund	$ 105
Fire/EMS Grants Fund	$ (37,193)
Forfeited Asset Fund	$ (6,536)
County Capital Fund	$ 233,069
School Capital Fund	$ (648,407)
School Nutrition Fund	$ 285,060
School Grants Fund	$ 558,153
School Textbook Fund	$ 71,238
School COVID19 Fund	$ 298,406

Dinwiddie County Finance
14010 Boydton Plank Road
Dinwiddie, Virginia 23841
Phone: 804-469-4500

Fund	Project	Expenditure
County Capital Fund Adjustments:		
McKenney Gym & Rec Center	$ (2,670)	
Public Safety Apparatus	$ 331,024	
Courthouse Renovations	$ 61,917	
Volunteer Fire Dept. Renovation	$ 14,960	
Radio System	$ (98,344)	
CAD/RMS System	$ 276	
County Vehicles	$ (2,166)	
Sports Complex Basketball Court	$ (71,926)	
Total County Capital Fund		$ 233,069
Additional State Appropriation-School Operations Fund		$ 102,192
Additional State Appropriation-School Grants Fund		$ 178,987
School Operations FY 2025 Year End Transfer to School Capital Fund		$ 221,394
General Fund Adjustments:		
E-Summons Expenditures	$ (24,745)	
Transfer to Public Safety Fund	$ 21,906	
Facilities Repairs & Maintenance	$ 300,000	
Total General Fund		$ 297,161

DINWIDDIE COUNTY PUBLIC SCHOOLS
DEEP ROOTS • GREAT HEIGHTS

OFFICE OF THE SUPERINTENDENT

To: Kevin Massengill, County Administrator
County Board of Supervisors Members

From: Dr. Kari Weston, Superintendent
Christie Fleming, Chief Financial Officer

Date: January 8, 2026

C: School Board Members
Anne Howerton, Deputy County Administrator – Finance & General Services
Jeff Walters, Chief Operations Officer

Re: FY 2026 Appropriation for FY2025 Ending Fund Balances

After the FY2025 audit is completed, ending fund balances must be appropriated to the respective funds. The school fund (205) already had $500,000 of the ending balance included in the original adopted budget for capital projects. There is a remaining balance of $221,394 that we are requesting to be transferred to the capital projects fund. We propose to use end of year funds to resurface the tennis courts at Dinwiddie High School and update the Midway Elementary School Auditorium. These projects could then be removed from the County's Capital Improvement Plan for FY 2027. The School Board will also need to appropriate balances once approved by the Board of Supervisors.

If you have any questions, please do not hesitate to reach out to us. Thank you for your continued support of Dinwiddie County Public Schools.

The Public Hearing opened at 7:11 PM. There were no comments heard or submitted.

The Public Hearing was closed at 7:11 PM.

Upon motion of Dr. Moore, seconded by Mr. Chavis, the amendments were approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

B. REZONING CASE, P-25-14, 7512 BOYDTON PLANK ROAD
Mark Bassett, Director, Planning & Zoning, presented the following

Dinwiddie County Planning and Zoning Office
14010 Boydton Plank Road
Dinwiddie, Virginia 23841

MEMORANDUM

TO: Board of Supervisors
W. Kevin Massengill, County Administrator

FROM: Mark Bassett, Planning Director

DATE: January 14, 2026

SUBJECT: Rezoning Request, P-25-14

Please find the attached Planning Commission meeting summary report for rezoning request, P-25-14. The applicant, John Worch, is requesting to rezone property containing approximately 2.04 +/- acres from Residential, Limited, R-1 to Residential, Rural, RR-1. The R-1 zoning district allows single-family residential at a maximum residential density of 20,000 sq. ft. per lot, and the RR-1 zoning district allows a maximum density of two acres per lot. The property is located at 7512 Boydton Plank Road (Route 1) North Dinwiddie and is further identified as Tax Map Parcel No. 20-95E. As indicated in the Dinwiddie County Comprehensive Land Use Plan, the subject property is located within the Suburban Residential Area of the Northern Dinwiddie Development Area, which allows for single-family detached and attached residential development for this general area.

After hearing rezoning case, P-25-14, the Planning Commission voted 5-0 to recommend approval of the rezoning request to the Board of Supervisors.

Staff Report

Board of Supervisors
January 20, 2026

Case #:	P-25-14
Applicant:	John Worch
Rezoning Request:	Residential, Limited, R-1 to Residential, Rural, RR-1
Property Location:	7512 Boydton Plank Road (Route 1) North Dinwiddie
Tax Map Parcel #:	20-95E
Property Size:	2.04 +/- acres
Magisterial District:	Rohoic
Planning Commission Mtg.:	December 10, 2026

CASE OVERVIEW

The applicant, John Worch, is requesting to rezone property containing approximately 2.04 +/- acres from Residential, Limited, R-1 to Residential, Rural, RR-1. The R-1 zoning district allows single-family residential at a maximum residential density of 20,000 sq. ft. per lot, and the RR-1 zoning district allows a maximum density of two acres per lot. The property is located at 7512 Boydton Plank Road (Route 1) North Dinwiddie and is further identified as Tax Map Parcel No. 20-95E. As indicated in the Dinwiddie County Comprehensive Land Use Plan, the subject property is located within the Suburban Residential Area of the Northern Dinwiddie Development Area, which allows for single-family detached and attached residential development for this general area.

ATTACHMENTS

Rezoning Application, Property Location Map, VDOT Review Letter

LAND USE/ZONING ANALYSIS

The subject property is 2.04 acres in size and the minimum lot size allowed in the RR-1 zoning district is 2.0 acres. The adjoining vacant property to north is zoned Residential, Limited, R-1, and the abutting vacant property to the rear owned by the applicant is also zoned R-1, Residential Limited. The adjoining property to the south is zoned B-2, Business General and contains forestal land use. The property to the east across Route 1 is comprised of the Oak Grove Baptist Church on a two-acre parcel and a 92-acre vacant parcel comprised of forestal and crop land uses.

The applicant is requesting the rezoning in order to build a larger accessory building, storage shed, on the property. In the R-1 zoning district an accessory building is only allowed to be 50% of the size of the main/principal structure; therefor, the applicant is requesting the RR-1 zoning classification to accommodate a larger accessory building. The RR-1 district does not allow for any additional uses beyond what are allowed in the R-1 zoning district.

As indicated in the Dinwiddie County Comprehensive Land Use Plan, the subject property is located within the Suburban Residential Area of the Northern Dinwiddie Development Area, which allows for single-family detached and attached residential development for this general area. With the exception of

the small acreage lots fronting on Terminal Drive north of the subject property, much of the surrounding area has remained large lot residential and forested in character.

OVERVIEW OF IMPACTS

Public Utilities, School System, & Public Safety

The existing single-family residence will have minimal impact to public utilities, the public school system and public safety services. The subject property and area are served by private well and septic systems. The proposed rezoning is a "downzoning" with regard to the density of residential homes that are allowed to be developed on the property by right. The subject property has direct access to a public road with regard to public safety related calls.

Transportation

The impact of the rezoning the existing single-family residence on the existing transportation network does not warrant any improvements to public roads. The subject property has direct access to Boydton Plank Road (Route 1) and any future entrance improvements will have to be approved by VDOT.

1. Rt. 1 Boydton Plank Road has a functional classification of a minor arterial and has an average annual daily traffic (AADT) count of 9,900 vehicles per day.

2. A private entrance will be required to access the site. There is an existing private entrance that currently accesses the site.

3. VDOT has no objection to the proposed rezoning.

RECOMMENDATION

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

1. The requested zoning classification, RR-1, Residential, Rural, is compatible with the surrounding zoning pattern and surrounding land uses;
2. The existing residential use conforms to the underlying uses recommended for this general area in the Comprehensive Land Use Plan's Suburban Residential Area of the Northern Dinwiddie Development Area.

PLANNING COMMISSION RECOMMENDATION

Mr. Bassett asked the members if they had any questions.

The Chairman asked the members if they had any more questions for Mr. Bassett. He said since there are no questions, would the applicant like to come forward and add anything.

Mr. John Worch came forward and said he did not have anything he wanted to add, but he would answer any questions the members may have.

The Chairman asked the Commissioners if they had any questions for the applicant. He said since there are no questions he would entertain a motion. Ms. Bishop made a motion and read the following:

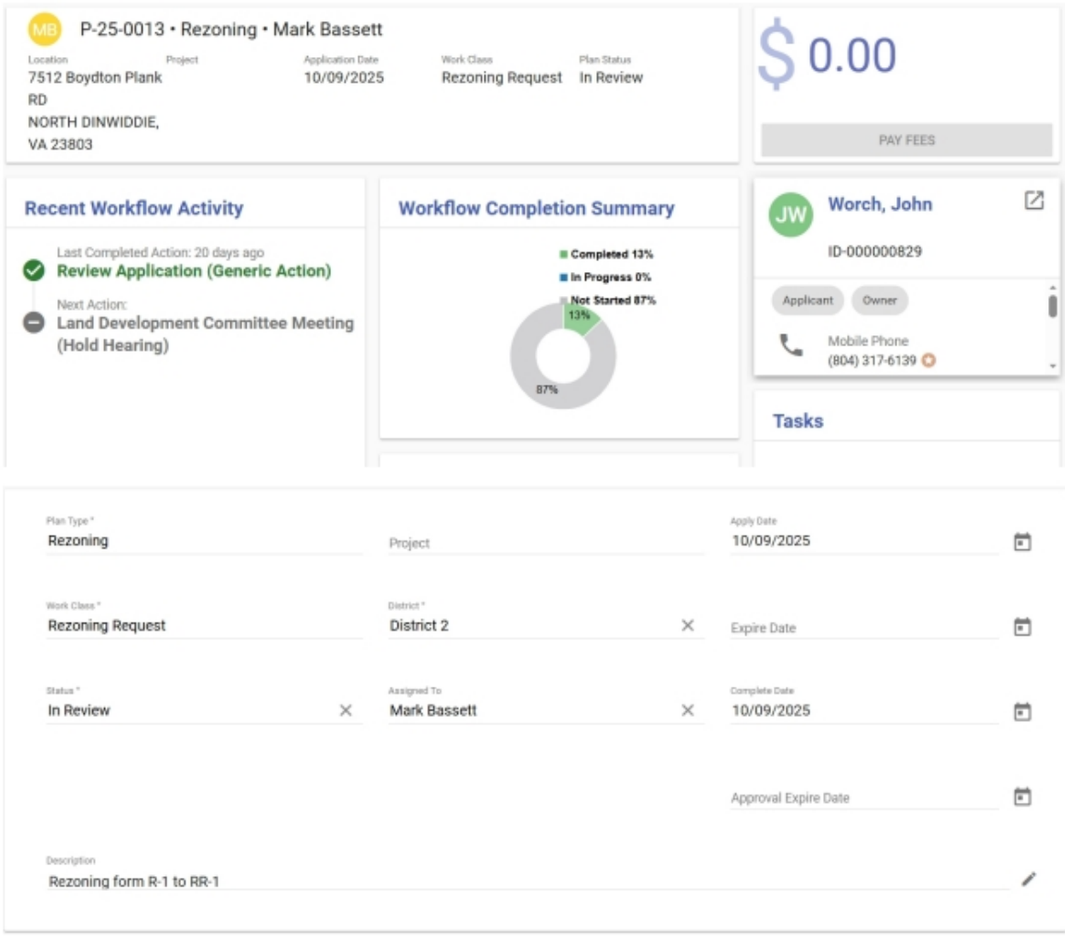
BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286 (A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that rezoning P-25-14 be recommended for (approval OR disapproval) to the Board of Supervisors.

It was seconded by Mr. Titmus and with Mr. Langley, Ms. Bishop, Mr. Titmus, Mr. Hayes and Mr. Harvell voting "AYE" P-25-14 was recommended for approval to the Board of Supervisors.

BOARD OF SUPERVISORS ACTION

Since this is a zoning matter, staff prepared the following standard statement to assist the Board of Supervisors:

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-25-14 as presented, be (approved, OR disapproved) by the Board of Supervisors.


MB
P-25-0013 • Rezoning • Mark Bassett
Location
7512 Boydton Plank RD
NORTH DINWIDDIE, VA 23803
Project
Application Date
10/09/2025
Work Class
Rezoning Request
Plan Status
In Review
$ 0.00
PAY FEES
Recent Workflow Activity
Last Completed Action: 20 days ago
Review Application (Generic Action)
Next Action:
Land Development Committee Meeting (Hold Hearing)
Workflow Completion Summary
Completed 13%
In Progress 0%
Not Started 87%
13%
87%
JW
Worch, John
ID-000000829
Applicant
Owner
Mobile Phone
(804) 317-6139
Tasks
Plan Type *
Rezoning
Project
Apply Date
10/09/2025
Work Class *
Rezoning Request
District *
District 2
Expire Date
Status *
In Review
Assigned To
Mark Bassett
Complete Date
10/09/2025
Approval Expire Date
Description
Rezoning form R-1 to RR-1

GENERAL INFORMATION | ADDITIONAL INFORMATION | ADJACENT PROPERTIES

Existing Zoning *
RR-1

Proposed Zoning *
A-2

Is this application a renewal?
No

Previous Case No(s)

Amend Previous Case
No

Land Use Taxation
No

Description of Request
Rezoning in order to build a larger carport

Select Review Board
- [x] PC
- [x] BOS
- [ ] BZA

Existing Acreage
2.0

Proposed Acreage
2

Total Acreage
2

Type of Water Supply
Public

Type of Sewer Supply
On-Site Well and Septic

General Location of Project

Dinwiddie County, VA



11/10/2025, 4:25:42 PM

Address Points
Street Centerlines
VA RTE, US HWY, VA HWY
PRIVATE, LOCAL, RAMP, OTHER, OTHER
Parcels
Citations

1:1,911

0 0.02 0.04 0.07 mi
0 0.03 0.06 0.12 km

VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Virginia Geographic Information Network (VGIN)

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
RICHMOND DISTRICT
2430 Pine Forest Drive
COLONIAL HEIGHTS, VA 23834
www.VDOT.Virginia.gov

Stephen C. Brich, P.E.
COMMISSIONER

November 21, 2025

Mr. Mark L. Bassett
Planning Director, County of Dinwiddie
P.O. Drawer 70
Dinwiddie, VA 23841

SUBJECT: P-25-14 Worch Rezoning
Rt. 1 Boydton Plank Road

Dear Mr. Bassett:

The Virginia Department of Transportation, Southern Region Land Development Office has reviewed the rezoning application dated 10-9-25 received at the Petersburg Residency on 11-12-25 and has the following comments for the county's use:

1. Rt. 1 Boydton Plank Road has a functional classification of a minor arterial and has an average annual daily traffic (AADT) count of 9,900 vehicles per day.

2. A private entrance will be required to access the site. There is an existing private entrance that currently accesses the site.

3. VDOT has no objection to the proposed rezoning.

Please contact me at 804-431-3607 or paul.hinson@vdot.virginia.gov with any questions. Send all correspondence to VDOT Petersburg Residency, 4608 Boydton Plank Road, Petersburg, VA 23803.

Sincerely,

Paul F. Hinson, P.E.
Assistant Resident Engineer/Land Use

Cc: Crystal Smith, VDOT
Aaron French, P.E., VDOT
John Worch

WE KEEP VIRGINIA MOVING

The Public Hearing opened at 7:17 PM. There were no comments heard or submitted.

The Public Hearing was closed at 7:17 PM.

Mr. Lee 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-25-14 as presented, be approved by the Board of Supervisors.

Upon motion of Mr. Lee, seconded by Dr. Moore, the rezoning request was approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

C. CONDITIONAL USE PERMIT REQUEST, C-25-7
Mark Bassett, Director, Planning & Zoning, presented the following

Dinwiddie County Planning and Zoning Office
14010 Boydton Plank Road
Dinwiddie, Virginia 23841

MEMORANDUM

TO: Board of Supervisors
W. Kevin Massengill, County Administrator

FROM: Mark Bassett, Planning Director

DATE: January 14, 2026

SUBJECT: Conditional Use Permit Request, C-25-7

Please find the attached Planning Commission meeting summary report for conditional use permit request, C-25-7. The applicants, Kevin Summerfield & Crystal Comer Summerfield, are seeking a conditional use permit to operate an event facility on the following described property containing approximately 2.42 +/- acres. The property is located at 16011 Boydton Plank Rd. (Route 1), Dinwiddie. The property is further defined as Tax Map Parcel No. 57-39C. As indicated in the Dinwiddie County Comprehensive Land Use Plan, the subject property is located within the Rural Conservation Area, which allows for limited residential and agricultural development for this general area.

After hearing case, C-25-7, the Planning Commission voted 5-0 to recommend approval of the conditional use permit with conditions to the Board of Supervisors.

Staff Report

Board of Supervisors
January 20, 2026

Case #: C-25-7
Applicants: Kevin Summerfield & Crystal Comer Summerfield
CUP Request: To operate an event facility in the A-2, Agricultural General, District
Property Location: 16011 Boydton Plank Rd. (Route 1), Dinwiddie
Tax Map Parcel: 57-39C
Property Size: 2.42 +/- acres
Magisterial District: Rowanty
Planning Commission Mtg.: December 10, 2025

CASE OVERVIEW

The applicants, Kevin Summerfield & Crystal Comer Summerfield, are seeking a conditional use permit to operate an event facility on the following described property containing approximately 2.42 +/- acres. The property is located at 16011 Boydton Plank Rd. (Route 1), Dinwiddie. The property is further defined as Tax Map Parcel No. 57-39C. As indicated in the Dinwiddie County Comprehensive Land Use Plan, the subject property is located within the Rural Conservation Area, which allows for limited residential and agricultural development for this general area.

ATTACHMENTS

Rezoning Application, Property Location Map, VDOT Review Letter

LAND USE/ZONING ANALYSIS

The subject property includes the existing Butterworth home, outbuildings and storage shed. The surrounding property land uses include approximately 100 acres of farmland in land use i.e., cropland, pastureland along with a barn and pole sheds. Beyond the surrounding farmland are two single-family residences: one to the north and one to the south. The surrounding properties are zoned A-2, Agricultural General. The applicants intend to utilize the existing property and home for events such as birthday parties, reunions, and weddings. Events will be limited to Friday through Sunday between 10:00 AM - 10:00 PM. The owners will provide tables, chairs, and tents as needed for the events.

As designated by the Comprehensive Land Use Plan, the subject property is within the Rural Conservation Area which allows limited residential and agricultural development. The A-2, Zoning District allows an "event facility" upon the Board of Supervisors granting the use under a conditional use permit.

OVERVIEW OF IMPACTS

Public Utilities & Public Safety

The existing facilities utilize on-site well and septic systems. When the proposed use of the property (the event facility) was presented to the Dinwiddie County Land Development Committee (LDC), the Public Safety Department indicated that the impact of the proposed use on public safety services is minimal.

Transportation

The Virginia Department of Transportation, Southern Region Land Development Office has reviewed the land use amendment application dated 10-09-25 received at the Petersburg Residency on 11-12-25 and has the following comments for the county's use:

1. Rt. 1 Boydton Plank Road has a functional classification of a minor arterial and has an average annual daily traffic (AADT) count of 2,600 vehicles per day.
2. A low volume commercial entrance will be required to access the site for the proposed use. It is likely that the existing entrance will meet VDOT criterial for a low volume commercial entrance. Stopping sight distance of 495' must be available at the site entrance.
3. VDOT has no objection to the proposed rezoning.

The impacts on the transportation network are minimal. The subject property is accessed from the existing entrance located on Route 1. The number of trips generated by the proposed use on the subject property are based on the type of event and these events normally do not take place during normal peak hours with the events taking place on weekends and evenings.

In general, the road system in this particular area is adequate to handle the traffic generated by the subject use. If the proposed use is granted a conditional use permit, the applicant will be required to comply with all VDOT's low volume commercial entrance requirements.

SITE AND USE ANALYSIS

This is an appropriate use of the existing facilities located on the subject property and given the acreage available for the event facility in relation to the surrounding land uses and zoning pattern, the proposed use is appropriately located.

RECOMMENDATION

As set forth in the Zoning Ordinance Sec. 22-22. (Conditional use permits generally), *"Any provisions of this Chapter which allow a use with a conditional use permit shall not prohibit the Board of Supervisors from denying an application for a particular permit upon finding, after public hearing, that the issuance of such permit would not be in compliance with the intent, purpose and design of this Chapter and/or Section 22-2 of this Code"*. Section 22-2. (Purpose and design of chapter) states that *"For the purpose of promoting the health, safety and general welfare of the public and of further accomplishing the objectives of Va. Code Section 15.1-427 of the Code of Virginia, 1950, as amended, the provisions of this chapter are hereby adopted as the zoning regulations of the County, together with the accompanying map. This Chapter has been designed:*

1) *To provide for adequate light, air, convenience of access and safety from fires, floods and other dangers;*
2) *To reduce or prevent congestion in the public streets;*
3) *To facilitate the creation of a convenient, attractive and harmonious community;*

4) *To expedite the provision of adequate police and fire protection, disaster evacuation, civil defense, transportation, water, sewerage, schools, parks, forests, playgrounds, recreational facilities, airports, and other public requirements;*
5) *To protect against destruction of or encroachment upon historic areas; and*
6) *To protect against one or more of the following: overcrowding of land, undue density of population in relation to the community facilities existing or available, obstruction of light and air, danger and congestion in travel and transportation or loss of life, health or property from fire, flood, panic, or other dangers.*"

The Planning staff reviewed the conditional use permit request and is satisfied that with appropriate conditions the impacts of the proposed event facility are addressed. The issuance of the permit would be in compliance with the intent, purpose and design of this Chapter 22 and/or Section 22-2 of this Code.

Staff's recommendation of APPROVAL of the request for a conditional use permit to allow for the use of the existing property and structures to provide for an event facility is subject to the following conditions:

1. Generally. The use of the property shall be limited to an event facility and property rental for special events. All uses shall be subject to this conditional use permit. The event facility shall be located on Tax Map Parcel 57-39C (the "Property").

2. Event Space and capacity. The event facility consists of the outdoor portion of the Property and inside the existing dwelling and other outbuildings located on the property. No more than 75 people are allowed on the Property at any one time during an event.

3. Parking. All parking for the event facility shall be located on the Property. Parking on Tax Map Parcel 56-57 is allowed with the property owner's consent.

4. Driveway entrance. The driveway entrance on Route 1 shall comply with VDOT entrance design and construction standards.

5. Sanitary sewer and potable water. Adequate sanitary sewer and potable water facilities shall be maintained per Dinwiddie County Health Department requirements and all applicable Dinwiddie County Health Department permits shall be obtained as part of the event facility.

6. Site lighting. Any additional site lighting installed on the Property shall be directed downward and inward to the site to preserve the night sky and shall not directly cast light onto the adjoining properties.

7. Time of operation. All outdoor activities and events associated with the event facility shall only be conducted between 10:00 AM and 10:00 PM Friday through Sunday.

8. Outdoor camping. Informal outdoor camping is only allowed when associated with and ancillary to an event. The camping is only allowed on a temporary basis with no permanent campsites being established. The camping shall comply with all local and state ordinances and regulations.

9. Security. For events where security is needed and provided by the deputies with the Dinwiddie County Sheriff's Department, the property owner(s) shall be responsible for all costs associated with the deputies providing security services and payment/reimbursement to the Dinwiddie County Sheriff's Department.

10. Special events. Any gatherings of more than 300 persons on the property at any one time for an event or any other activity shall be subject to the entirety of Chapter 3, Article 2 of the Dinwiddie County Code, Special Events, as it may be amended from time to time.

11. Noise. Noise associated with events, gatherings, and activities shall be subject to and comply with the entirety of Chapter 15, Article 1 of the Dinwiddie County Code, Offenses, as it may be amended from time to time.

12. Compliance with laws. The event facility shall comply with all applicable federal, state, and local codes.

13. Annual review. This conditional use permit shall be reviewed by the Zoning Administrator of Dinwiddie County on an annual basis from the date of issuance of the conditional use permit.

14. CUP revocation. A violation of any of the conditions of this conditional use permit shall make this conditional use permit subject to revocation by the Dinwiddie County Board of Supervisors.

PLANNING COMMISSION RECOMMENDATION

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

Mr. Drewry commented that in condition 10 the words "on the property" could be crossed out. He said he spoke to Mr. Bassett concerning this change.

Mr. Titmus said he had a question about the number of people. We have the applicant saying they will not have more than 75 people at an event. We state in our ordinance that if someone has an event with over 300 people or more, they need to apply for a Conditional Use Permit. What is required if they exceed 75 people or stay below 300 people?

Mr. Bassett said by Code, they would not need to get a special event permit for events under 300 people in attendance.

Mr. Hayes asked if we are being consistent with what we are asking of this applicant as we were with the applicant doing the same thing down the road form this location.

Mr. Bassett said yes we are.

Ms. Bishop wanted to know if people leaving this property are able to turn left or must they turn right.

Mr. Bassett said they would be able to turn left.

The Chairman asked the Commissioners if they had any more questions for Mr. Bassett. He said since there are no more questions, would the applicant like to come forward and add anything.

Mr. Kevin Summerfield came forward and said he did not have anything he wanted to add, but he would answer any questions the members may have.

Ms. Bishop asked the applicant if he had spoken to his neighbors about the event facility.

Mr. Summerfield said he spoke to his neighbors and they did not have a problem with his event facility.

The Chairman asked the Commissioners if they had any more questions for the applicant. He said since there are no more questions, he was opening the public hearing portion of the case. He asked if anyone had signed up to speak. Hearing that no one signed up to speak he closed the public hearing portion of the meeting.

He asked the Commissioners if they had any additional questions. He said if no one has any more questions he would entertain a motion. Mr. Titmus 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 request, C-25-7, as presented, be recommended for approval with conditions to the Board of Supervisors.

It was seconded by Mr. Langley and with Mr. Langley, Ms. Bishop, Mr. Titmus, Mr. Hayes and Mr. Harvell voting "AYE" C-25-7 was recommended for approval with conditions to the Board of Supervisors.

Planning Commission Recommended Conditions for C-25-7:

1. Generally. The use of the property shall be limited to existing residential use and an event facility and property rental for special events. All uses shall be subject to this conditional use permit. The event facility shall be located on Tax Map Parcel 57-39C (the "Property").

2. Event Space and capacity. The event facility consists of the outdoor portion of the Property and inside the existing dwelling and other outbuildings located on the property. No more than 75 people are allowed on the Property at any one time during an event.

3. Parking. All parking for the event facility shall be located on the Property. Parking on Tax Map Parcel 56-57 is allowed with the property owner's consent.

4. Driveway entrance. The driveway entrance on Route 1 shall comply with VDOT entrance design and construction standards.

5. Sanitary sewer and potable water. Adequate sanitary sewer and potable water facilities shall be maintained per Dinwiddie County Health Department requirements and all applicable Dinwiddie County Health Department permits shall be obtained as part of the event facility.

6. Site lighting. Any additional site lighting installed on the Property shall be directed downward and inward to the site to preserve the night sky and shall not directly cast light onto the adjoining properties.

7. Time of operation. All outdoor activities and events associated with the event facility shall only be conducted between 10:00 AM and 10:00 PM Friday through Sunday.

8. Outdoor camping. Informal outdoor camping is only allowed when associated with and ancillary to an event. The camping is only allowed on a temporary basis with no permanent campsites being established. The camping shall comply with all local and state ordinances and regulations.

9. Security. For events where security is needed and provided by the deputies with the Dinwiddie County Sheriff's Department, the property owner(s) shall be responsible for all costs associated

with the deputies providing security services and payment/reimbursement to the Dinwiddie County Sheriff's Department.

10. Special events. Any gatherings for an event or any other activity shall be subject to the entirety of Chapter 3, Article 2 of the Dinwiddie County Code, Special Events, as it may be amended from time to time.

11. Noise. Noise associated with events, gatherings, and activities shall be subject to and comply with the entirety of Chapter 15, Article 1 of the Dinwiddie County Code, Offenses, as it may be amended from time to time.

12. Compliance with laws. The event facility shall comply with all applicable federal, state, and local codes.

13. Annual review. This conditional use permit shall be reviewed by the Zoning Administrator of Dinwiddie County on an annual basis from the date of issuance of the conditional use permit.

14. CUP revocation. A violation of any of the conditions of this conditional use permit shall make this conditional use permit subject to revocation by the Dinwiddie County Board of Supervisors.

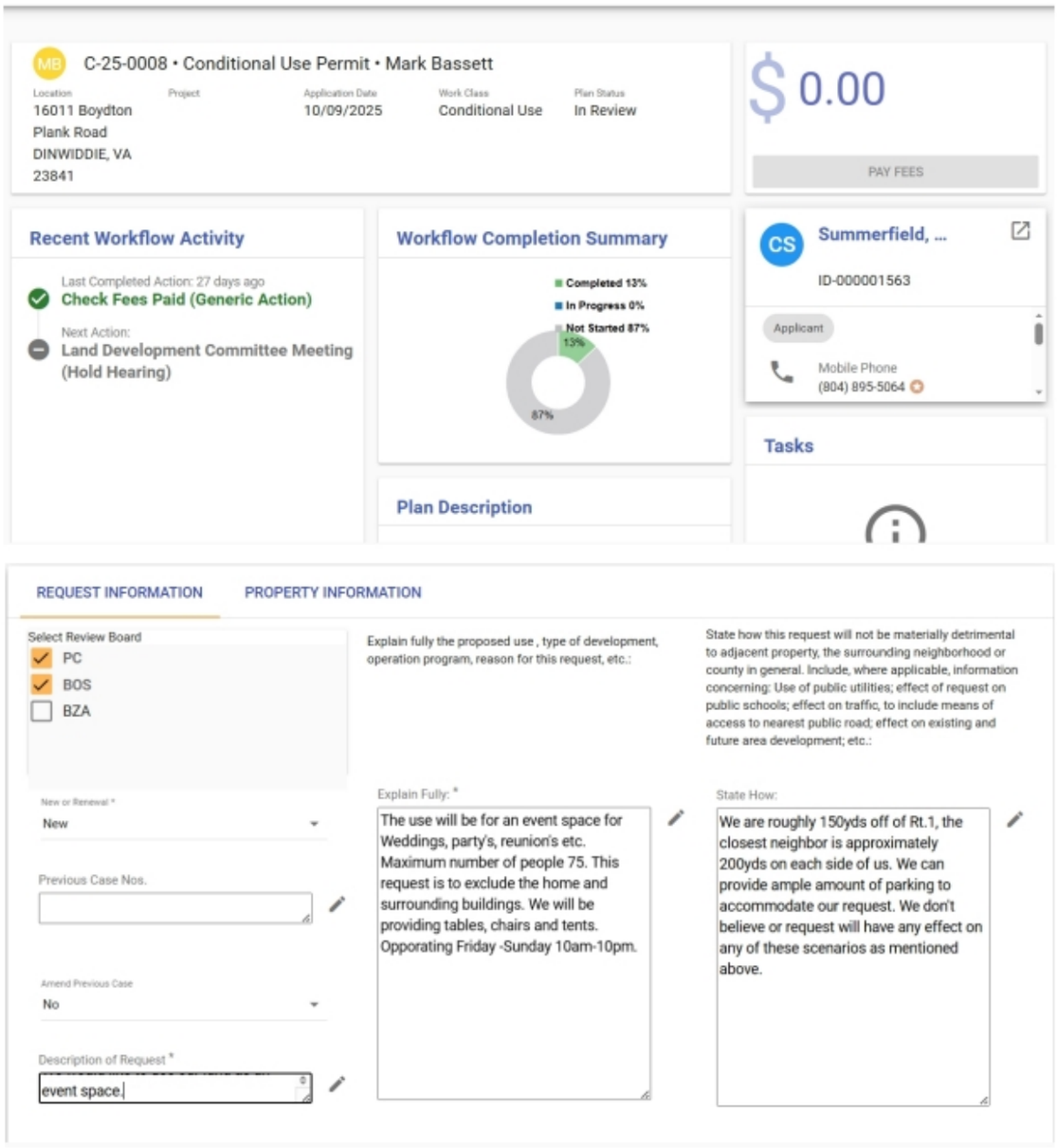
BOARD OF SUPERVISORS ACTION

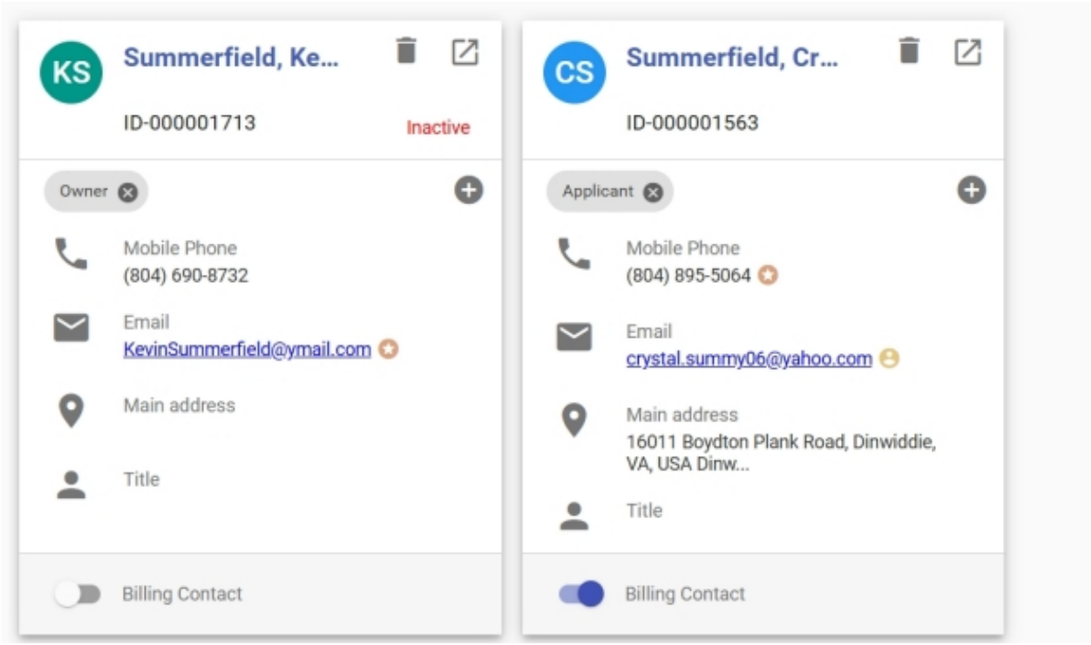
Since this is a zoning matter, staff has prepared the following motions to assist the Board of Supervisors:

Motion to approve with conditions:

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 request, C-25-7, as presented, be approved with conditions by the Board of Supervisors.

Motion to disapprove:
BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (3) & (7) and Zoning Ordinance Sections 22-22 and 22-2 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 request, C-25-7, as presented, be disapproved by the Board of Supervisors as the issuance of a conditional use permit would not be in compliance with the intent, purpose, and design of the Dinwiddie County Zoning Code.


MB
C-25-0008 • Conditional Use Permit • Mark Bassett
Location
16011 Boydton Plank Road DINWIDDIE, VA 23841
Project
Application Date
10/09/2025
Work Class
Conditional Use
Plan Status
In Review
$ 0.00
PAY FEES
Recent Workflow Activity
Last Completed Action: 27 days ago
Check Fees Paid (Generic Action)
Next Action:
Land Development Committee Meeting (Hold Hearing)
Workflow Completion Summary
Completed 13%
In Progress 0%
Not Started 87%
13%
87%
CS
Summerfield, ...
ID-000001563
Applicant
Mobile Phone
(804) 895-5064
Tasks
Plan Description
REQUEST INFORMATION
PROPERTY INFORMATION
Select Review Board
PC
BOS
BZA
Explain fully the proposed use , type of development, operation program, reason for this request, etc.:
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.:
New or Renewal *
New
Previous Case Nos.
Amend Previous Case
No
Description of Request *
event space
Explain Fully: *
The use will be for an event space for Weddings, party's, reunion's etc. Maximum number of people 75. This request is to exclude the home and surrounding buildings. We will be providing tables, chairs and tents. Opporating Friday -Sunday 10am-10pm.
State How:
We are roughly 150yds off of Rt.1, the closest neighbor is approximately 200yds on each side of us. We can provide ample amount of parking to accommodate our request. We don't believe or request will have any effect on any of these scenarios as mentioned above.


KS
Summerfield, Ke...
ID-000001713
Inactive
Owner
Mobile Phone
(804) 690-8732
Email
KevinSummerfield@ymail.com
Main address
Title
Billing Contact
CS
Summerfield, Cr...
ID-000001563
Applicant
Mobile Phone
(804) 895-5064
Email
crystal.summy06@yahoo.com
Main address
16011 Boydton Plank Road, Dinwiddie, VA, USA Dinw...
Title
Billing Contact

Dinwiddie County, VA



11/10/2025, 4:07:07 PM

Address Points
Railroads
Street Centerlines
VA RTE, US HWY, VA HWY
Parcels
Waterbodies
Citations

1:2,491

0 0.03 0.05 0.1 mi
0 0.04 0.07 0.15 km

VITA, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA, Virginia Geographic Information Network (VGIN)

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
RICHMOND DISTRICT
2430 Pine Forest Drive
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www.VDOT.Virginia.gov

Stephen C. Brich, P.E.
COMMISSIONER

November 21, 2025

Mr. Mark L. Bassett
Planning Director, County of Dinwiddie
P.O. Drawer 70
Dinwiddie, VA 23841

SUBJECT: C-25-7 Summerfield Event Center
Rt. 1 Boydton Plank Road

Dear Mr. Bassett:

The Virginia Department of Transportation, Southern Region Land Development Office has reviewed the rezoning application dated 10-9-25 received at the Petersburg Residency on 11-12-25 and has the following comments for the county's use:

1. Rt. 1 Boydton Plank Road has a functional classification of a minor arterial and has an average annual daily traffic (AADT) count of 2,600 vehicles per day.

2. A low volume commercial entrance will be required to access the site for the proposed use. It is likely that the existing entrance will meet VDOT criterial for a low volume commercial entrance. Stopping sight distance of 495' must be available at the site entrance.

3. VDOT has no objection to the proposed rezoning.

Please contact me at 804-431-3607 or paul.hinson@vdot.virginia.gov with any questions. Send all correspondence to VDOT Petersburg Residency, 4608 Boydton Plank Road, Petersburg, VA 23803.

Sincerely,

Paul F. Hinson, P.E.
Assistant Resident Engineer/Land Use

Cc: Crystal Smith, VDOT
Aaron French, P.E., VDOT
Kevin Summerfield

WE KEEP VIRGINIA MOVING

The Public Hearing opened at 7:26 PM. There were no comments heard or submitted.

The Public Hearing was closed at 7:26 PM.

Mr. Dooley 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 request, C-25-7, as presented, be approved with conditions by the Board of Supervisors.

Upon motion of Mr. Dooley, seconded by Mr. Chavis, the conditional use permit request was approved with conditions as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

13. OLD/NEW BUSINESS

A. APPOINTMENTS

Upon motion of Mr. Chavis, seconded by Mr. Dooley, David Blaha was reappointed to the Dinwiddie County Water Authority for a term ending January 31, 2030

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

Upon motion of Dr. Moore, seconded by Mr. Lee, Michael Taylor was appointed to the Dinwiddie County Planning Commission for a term ending June 30, 2026

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

Upon motion of Mr. Lee, seconded by Mr. Dooley, Anthony Simmons was reappointed to the Dinwiddie County Planning Commission for a term ending January 31, 2030

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

Upon motion of Mr. Chavis, seconded by Dr. Moore, John Harvell was reappointed to the Dinwiddie County Planning Commission for a term ending February 28, 2030

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

Mr. Southall explained that the Board is moving forward with a previously discussed proposal to formally establish a Dinwiddie Firearm Safety Advisory Committee, noting that the delay was due to finalizing member names. He outlined a resolution to create the committee, emphasizing the Board's strong support for the Second Amendment and recognition of lawful firearm use for hunting, target shooting, and self-defense, while also acknowledging concerns about unsafe firearm discharges. The committee's charge would be to study and make recommendations to the Board regarding ordinances governing firearm backstops and shooting at night. He then reviewed the proposed appointments, which include Mr. Daniel D. Lee as chair; the Sheriff Donald Adams or his designee; Commonwealth's Attorney Amanda N. Mann or her designee; Mr. Casey Dooley; and citizen representatives from each district: Ryan Smith (District 1), Steve Schmidt (District 2), Forrest Dance Sr. (District 3), Faith Driggers (District 4), and Chuck Allen (District 5).

RESOLUTION TO CREATE DINWIDDIE FIREARM SAFETY ADVISORY COMMITTEE FOR BACKDROPS AND SHOOTING AT NIGHT

WHEREAS, the Dinwiddie County Board of Supervisors strongly supports the Second Amendment to the Constitution of the United States of America and believes in the rights of the people to keep and bear arms; and

WHEREAS, firearms are vitally important to many of the citizens of Dinwiddie, who use firearms for various purposes, including hunting, target shooting, and self-defense; and

WHEREAS, there have been concerns raised concerning responsible firearms use and multiple situations of firearms being discharged in an unsafe manner;

BE IT THEREFORE RESOLVED THAT the Board of Supervisors does hereby create the Dinwiddie Firearm Safety Advisory Committee for Backdrops and Shooting at Night, which is charged with studying and making recommendations to the Board of Supervisors regarding ordinances governing backdrops for firearms shooting and shooting at night; and

BE IT FURTHER RESOLVED, that the following persons are hereby appointed to the Committee:

Daniel D. Lee, Chairman;
Sheriff Donald Adams, or his designee;
Commonwealth's Attorney Amanda Mann, or her designee;
Casey Dooley;
Ryan Smith (District One Representative);
Steve Schmidt (District Two Representative);
Forrest Dance Sr. (District Three Representative);
Faith Driggers (District Four Representative); and
Chuck Allen (District Five Representative).

Upon motion of Mr. Dooley, seconded by Dr. Moore, the resolution was approved.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

14. CITIZEN COMMENTS

There were no comments heard.

15. ADJOURNMENT

Upon motion of Mr. Chavis, seconded by Mr. Lee, the meeting was adjourned at 7:36 PM.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Dooley, Mrs. Ebron-Bonner
NAYS: None

_____
Brenda Ebron-Bonner
Chair

ATTEST:

_____
W. Kevin Massengill
County Administrator
Clerk to the Board

/cmb