



**Planning Commission
Agenda Summary**

Meeting Date: April 20, 2023
Item No.: 8
Department: Community Development
Staff Contact: Douglas Stanley/Robert Love
Issue: Comprehensive Plan

SUMMARY: By law, the Prince Edward County Planning Commission is charged with the responsibility of preparing and recommending a comprehensive plan to the Prince Edward County Board of Supervisors for adoption.

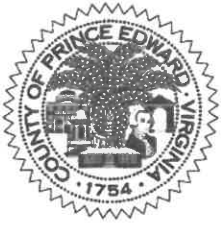
Section 15.2-2223 of the *Code of Virginia* requires that, “The local planning commission shall prepare and recommend a comprehensive plan for the physical development of the territory within its jurisdiction and every governing body shall adopt a comprehensive plan for the territory under its jurisdiction. In the preparation of a comprehensive plan, the commission shall make careful and comprehensive surveys and studies of the existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The comprehensive plan shall be made with the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities.”

The Code also states that, “The comprehensive plan shall be general in nature, in that it shall designate the general or approximate location, character, and extent of each feature, including any road improvement and any transportation improvement, shown on the plan and shall indicate where existing lands or facilities are proposed to be extended, widened, removed, relocated, vacated, narrowed, abandoned, or changed in use as the case may be.”

Prince Edward County originally adopted its first comprehensive plan in 1997. The current plan was adopted by the Board of Supervisors on October 11, 2005. Section 15.2-2230 of the Code requires that the Comprehensive Plan be reviewed by the local planning commission to determine whether it is advisable to amend the plan. The County is woefully behind schedule which has been exacerbated by the COVID-19 Pandemic.

Previous Comprehensive efforts have been completed with the assistance of the staff with the Commonwealth Regional Council (CRC). The CRC is currently working on plan updates for Cumberland, Lunenburg, and Charlotte. While the CRC has done a good job in the past, due to the anticipated growth in the community and the potential solar impacts, we have looked at outside consultants with that specific experience including Summit Engineering (Town of Smithfield, Town of Front Royal, Town of Cape Charles) and The Berkley Group (Richmond County and the Town of Farmville).

Motion _____	Gilliam _____	Paige _____	Sandlin _____
Second _____	Hunt _____	Peery _____	Weiss _____
Fuller _____	Leatherwood _____	Prengaman _____	Womack _____



**Planning Commission
Agenda Summary**

The review team (Doug, Sarah, Robbie) was particularly impressed with the graphics and plan exemplified provided by Berkley. While I have never used Berkley as a consultant, they come highly recommended by the localities (including Farmville) that we contacted. Their knowledge of Farmville should also prove to be a tremendous benefit.

We have received a proposal from The Berkley Group for the project. As proposed, the project would start in October 2023 and be completed in June 2025. The Berkley Group can be procured by riding a cooperative contract with the City of Lexington.

As proposed, the project would include:

- Kickoff Work Session/County Tour
- Branding & Promotions
- Survey
- Public Input Workshop
- Stakeholder Listening Sessions
- Existing Conditions / Baseline Analysis
- Work Sessions
- Drafting
- Mapping
- Comments & Revisions
- Open House/Public Review
- Final Revisions
- Public Hearings

The County has been planning for this project since 2021. We have the following funding set aside for the project:

\$50,000 included in the FY 2022-2023 budget

\$50,000 included in the FY 2023-2024 draft budget

\$50,000 estimated that will be included in the FY 2024-2025 budget OR Solar Siting agreement funding if one of our solar projects moves forward to construction by that point in time.

\$150,000 Total

COST: \$148,959.20 (Based on Scope of Work dated March 9, 2023)

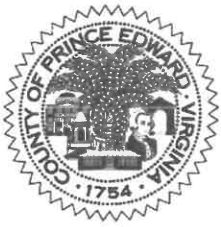
ATTACHMENTS: Berkley Proposal, Draft Contract, City of Lexington RFP and Contract for cooperative procurement, State Code Sections on Comprehensive Plans, Letter of Recommendation from the Town of Farmville.

Motion _____
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Womack _____



**Planning Commission
Agenda Summary**

RECOMMENDATION: That the Planning Commission recommend approval of a contract with The Berkley Group as outlined in the proposal dated March 9, 2023.

SAMPLE MOTION: I move that the Planning Commission recommend approval of the request to approve a contract with The Berkley Group as outlined in the proposal dated March 9, 2023.

OR

I move that the Planning Commission table action on the request for further discussion at a work session.

Motion _____
Second _____
Fuller _____

Gilliam _____
Hunt _____
Leatherwood _____

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Prengaman _____

Sandlin _____
Weiss _____
Womack _____

**AGREEMENT BETWEEN
THE BERKLEY GROUP AND
PRINCE EDWARD COUNTY, VIRGINIA FOR
NON-PROFESSIONAL SERVICES**

This Agreement entered into on this ____ day of _____, 2023 by and between The Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 27-3021021), and hereafter called "The Berkley Group", and Prince Edward County, a political subdivision of the Commonwealth of Virginia, having its administrative office at 111 N. South Street Farmville, VA 23901, and hereafter called "the Client".

WITNESSETH:

WHEREAS, the Client desires to retain the services of The Berkley Group to perform non-professional services, and

WHEREAS, The Berkley Group desires to provide the Client with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. The Berkley Group will provide services to Client once issued individual Work Orders for each task assigned constituting the Scope of Services ("Scope of Services"/ "Services") as set forth in this Agreement.
- B. The Berkley Group will use both its staff and Subcontractors to provide the Services to Client.
- C. The Berkley Group and its Subcontractors are and shall remain independent contractors in performing the Services under this Agreement.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

- A. **Compensation.** Client shall compensate The Berkley Group for the Services performed based upon the terms described within the Fee Schedule plus an indirect cost rate for overhead as specified in each task order ("Compensation").
- B. **Payment to The Berkley Group.** Client shall pay The Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within thirty (30) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.

- C. **Time of Performance.** The Berkley Group shall commence performance of the Services on _____, 2023 and shall continue such performance through _____, 2024 (“Term”). The Term shall automatically renew each year for up to five (5) years and may thereafter be extended for additional periods by written agreement of the parties pursuant to Section 6 of this Agreement but shall remain subject to termination for non-appropriation of funding.
- D. **Termination for Convenience.** Either the Client or The Berkley Group may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.
- (1) In the event of termination, all finished and unfinished documents and other materials produced by The Berkley Group specifically for the Client shall become the property of the Client.
 - (2) In the event of termination, The Berkley Group shall be paid for the Services performed prior to the effective date of termination. For any incomplete services, Client will provide The Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, The Berkley Group will provide the Client with documentation of the Services performed prior to the effective date of termination.
 - (3) Termination for non-appropriation by the Client shall be made pursuant to this section.
- E. **Termination for Default [Breach or Cause].** The Client or The Berkley Group may terminate this Agreement for default for failure to comply with the terms of this Agreement by giving a written notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall set forth the nature of the default of the Agreement.
- (1) In the event of termination by the Client, The Berkley Group shall be paid for Services performed up to the effective date of termination in accordance with the manner of performance set forth in the Agreement. If it is later determined that The Berkley Group had an excusable reason for not performing such as natural disasters or other events which are beyond the control of The Berkley Group, the Parties may agree for The Berkley Group to continue to provide the Services.
 - (2) After receipt of written notice from the Client setting forth the nature of said breach or default, The Berkley Group may request, and the Client may agree, to provide The Berkley Group time to remedy any breach or default to the satisfaction of Client. If the Client does not agree to allow The Berkley Group to

Non-Professional Services Agreement

remedy the default, The Berkley Group shall immediately cease providing Services.

SECTION 3. RESPONSIBILITIES OF THE BERKLEY GROUP.

- A. The Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of Client, and as further provided in Section 5.D. of this Agreement.
- B. The Berkley Group will not substitute staff or Subcontractors assigned to this Agreement without the prior written consent of Client.
- C. The Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- D. The Berkley Group, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall all times conduct themselves in a professional manner.
- E. The Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, shall provide the Client with evidence of such insurance.
- F. The Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and The Berkley Group shall obtain all permits or permissions required to comply with such laws, rules or regulations.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

- A. Without charge to The Berkley Group, Client agrees to provide all policies, information, communications, records, data, information and forms which are available to the Client and needed by The Berkley Group in order to perform the Services, and not to include any confidential files or documents subject to confidentiality laws.
- B. On-site assignments only – the Client shall provide appropriate office space, desk, phone, computer, internet access, e-mail account, paper, access to copy machines, vehicles and other reasonably necessary office equipment, supplies or facilities for The Berkley Group during the time that The Berkley Group is on site.
- C. On-site assignments only – the Client shall defend The Berkley Group and its respective staff or Subcontractor in any legal proceedings by a third party arising out of the performance of duties on behalf of the Client.

- D. The Client shall communicate any concerns about The Berkley Group staff or Subcontractor performance to The Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.
- E. On-site assignments only – the Client agrees not to hire staff of The Berkley Group as Client’s own employee during the Term of this Agreement, and for six (6) months following termination of this Agreement.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client’s representative shall be:

Name

Title

Phone Number

email

The Berkley Group’s representative shall be:

Andrew D. Williams

Chief Executive Officer

Title

540-560-2202

Phone Number

drew@bgllc.net

email

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the Client’s purchasing or procurement regulations, and the Virginia Public Procurement Act, §§ 2.2-4300, *et seq.*, VA Code Ann., in effect at the time of this Agreement, pertaining to non-discrimination § 2.2-4310 and - 4311, compliance with immigration laws § 2.2-4311.1, drug-free workplace § 2.2-4312, which provisions are incorporated herein by reference.

C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by § 2.2-4363 VA Code Ann. or similar provision in Client's purchasing or procurement regulations.

D. ***Ownership and Status of Documents.***

- (1) All documents prepared by The Berkley Group specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. The Berkley Group shall have the right to retain appropriate copies of all such documents for its records upon client' approval, and to reuse any template documents which it prepared for the Client. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to The Berkley Group by Client or which are development in the process of performing the Services, or embody or relate to the Services, the Client Information or the Innovations (as defined below), are the property of Client, and shall be returned by The Berkley Group to Client promptly at Client's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.
- (2) Records prepared by The Berkley Group specifically for the Client shall be kept confidential by The Berkley Group until released or approved for release by the Client. The Berkley Group will cooperate with the Client in complying with the requirements of § 2.2-4342 VA Code Ann. and any requirements of the Virginia Freedom of Information Act applicable to such records.
- (3) The Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. CHANGES TO AGREEMENT.

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.
- B. The parties hereto may, from time to time, propose changes in the attached Scope of services or in The Berkley Group's performance requirements. Such changes must be mutually agreed upon by the parties in writing, signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. Protection of Confidential Information. The Berkley Group agrees that at all times during or subsequent to the performance of the Services, The Berkley Group will keep confidential and not divulge, communicate, or use Client's Information, except for The Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. The Berkley Group further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Client's Information from Client's principal place of business, without prior written approval of Client.
- B. Liability. The Client shall not be liable for injury or death occurring to The Berkley Group or any of its employees or other assistants in the course of performing this Agreement unless the harm or death is caused by the Client's gross negligence.
- C. Hold Harmless. The Berkley Group hereby indemnifies and holds harmless the Client, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by The Berkley Group hereunder, the work of employees of The Berkley Group while performing the Services of The Berkley Group hereunder, or any breach or alleged breach by The Berkley Group of this Agreement, including the warranties set forth herein. The Client shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Berkley Group will cooperate with the Client and provide reasonable assistance in defending any such claim.
- D. Taxes. The Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of The Berkley Group or any other person consulted or employed by The Berkley Group in performing Services under this Agreement. All such costs shall be The Berkley Group's responsibility.
- E. Escalation Clause. For Auxiliary Town Hall assignments, there will be a three (3) per cent escalation assessed on an annual basis to coincide with the fiscal year.

SECTION 8. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered in the Commonwealth of Virginia and shall be governed by laws of the Commonwealth of Virginia, both as to interpretation and performance.
- B. Any action of law, suit of equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Prince Edward County, Virginia.

SECTION 9. SEVERABILITY.

If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void, or unenforceable.

{{ SIGNATURE PAGES FOLLOW }}

Non-Professional Services Agreement

The Berkley Group and Client hereby agree to the terms of this Agreement by signing below.

FOR PRINCE EDWARD COUNTY

ATTEST:

Date: _____

Non-Professional Services Agreement

FOR THE BERKLEY GROUP

ATTEST:

Darren K. Coffey, Principal

Andrew D. Williams, CEO

Date: _____



March 9, 2023

Prince Edward County
Attn: Douglas P. Stanley
111 N. South Street
Farmville, VA 23901

RE: Comprehensive Plan Update

Dear Mr. Stanley:

The Berkley Group is pleased to present the associated scope and fee to perform a comprehensive plan update for Prince Edward County.

If you have any questions or need additional information, please feel free to contact me at any time.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew D. Williams".

Andrew D. Williams, AICP
Chief Executive Officer

I have reviewed the scope and fee for the associated work order, and I hereby give the consultant notice to proceed for the work described herein.

Mr. Douglas P. Stanley, County Administrator

Date

SCOPE OF WORK

Deliverables:

The Scope of Work to update Prince Edward County's Comprehensive Plan will include the deliverables as outlined below:

1. The County will receive an updated Comprehensive Plan. This will be submitted in one (1) digital copy with print-ready graphics in PDF and Adobe InDesign format or Microsoft Word, with format to be determined at the staff kickoff meeting.
2. The County will receive an updated Future Land Use Map. This will be submitted in one (1) digital PDF copy. Map data will be provided in an Esri-compatible GIS format.

Assumptions:

The specific tasks required as part of this scope of work are outlined under Fees. The following assumptions shall apply:

1. **Initiation:** The County will provide up-to-date copies of the current Comprehensive Plan and maps in original format (.docx; Esri-compatible GIS). The County will also identify and provide relevant supporting documents to be considered during document review.
2. **Contact Person:** The County will identify a single staff that will be the Berkley Group's point of contact and responsible for collecting and transmitting data, resources, and reviews from other departments to the Berkley Group.
3. **Meetings/Coordination with Staff:** The Berkley Group will correspond regularly with the County point of contact. Project meetings with County staff will occur virtually up to one hour per month. If the project schedule is extended, project meetings will be charged based on hourly rates for each staff by position unless a work order amendment occurs.
4. **Kickoff Work Session / County Tour:** The County tour will occur on the same day as the kickoff joint work session with public officials. The route, stops, and attendees will be organized by County staff.
5. **Branding & Promotions:** The Berkley Group will create a brand/style for the new Comprehensive Plan and provide flyers for advertising purposes. The Berkley Group can supply general text for use on the County website, but this scope does not include the creation of a project website by the Berkley Group.
6. **Survey:** The Berkley Group will conduct an open link community-wide survey utilizing the online SurveyMonkey tool. This scope of work anticipates a 45-60 day survey period. The survey will also be provided to the County as a PDF, which the County can distribute in hard copy format. The Berkley Group will provide a digital flyer for the County to distribute; all other advertising and promotion will be the County's responsibility. The County will collect hard copy surveys within five (5) days of survey closing and transmit them electronically to the Berkley Group for manual entry into SurveyMonkey.
7. **Public Input Workshop:** The Berkley Group will facilitate up to two (2) public input workshops. The workshops will include an overview of the Comprehensive Plan process and exercises to address County-wide and area-specific issues. The County will advertise and promote the meetings and coordinate meeting location, set up, and printed materials. The Berkley Group will provide a flyer and workshop materials digitally and summarize results of the public input workshop(s) for Board and Commission consideration.
8. **Stakeholder Listening Sessions:** The Berkley Group will conduct up to five (5) listening sessions with key stakeholder groups, which will be identified and coordinated by County

staff. It is assumed that stakeholder interviews will be conducted on the same day as the public workshops, or virtually by Zoom/phone and any printed materials will be provided by the County. The Berkley Group will summarize the results of the stakeholder interviews for Board and Commission consideration.

9. **Existing Conditions / Baseline Analysis:** The existing conditions analysis will utilize readily available data from the US Census, Weldon-Cooper Center, County, and the regional planning district commission available at the time of initial drafting. The update will focus on a streamlined demographic analysis to create a user-friendly document while ensuring compliance with state code requirements for Comprehensive Plans. The scope anticipates that baseline existing conditions data will be collected and analyzed one time at the start of the project.
10. **Work Sessions:** This scope of work assumes that guidance and direction on the Comprehensive Plan will be provided through joint work sessions between the Board of Supervisors and Planning Commission. County staff will organize meeting dates, provide printed work session materials and chapter drafts, and serve as the direct point of contact for members. The last work session during the development phase of the project is anticipated to focus on overall review of the Comprehensive Plan and final edits prior to public review. The final review joint work session during the adoption phase is anticipated to focus on resolving comments from the public open house prior to the public hearing.
11. **Drafting:** Plan drafting will be based upon readily available data, studies, and community input available at the time of drafting. Additional studies (e.g., public safety, market, transportation), small area/revitalization plans, corridor plans, level of service analysis, etc. may be scoped for an additional fee.
12. **Mapping:** Mapping will utilize existing Esri-compatible map data provided by the County, the regional planning district commission, Virginia Department of Transportation, Virginia Department of Conservation and Recreation, or Virginia Geographic Information Network. With the exception of future land use and priority transportation projects, the creation of new map data is not anticipated.
13. **Comments & Revisions:** To the extent possible, comments from the Board of Supervisors and Planning Commission will be provided in a comment/response format to the Berkley Group for review and consideration prior to each work session. The fee estimate for drafting is based on revisions agreed upon during the work sessions identified in the schedule and fee estimate. One round of revisions is anticipated per chapter.
14. **Open House/Public Review:** The Berkley Group will provide a formatted draft plan for public review and present the plan in up to two (2) public open houses. The County will advertise and promote the meeting and coordinate meeting location and set up. The Berkley Group will provide a digital flyer, develop and print boards for display, and summarize comments for consideration during the final joint work session.
15. **Final Revisions:** The Berkley Group will incorporate one (1) round of revisions to address comments from the public open house and final joint work session.
16. **Public Notification:** The County will be responsible for public notification requirements (e.g., newspaper ads and mailings) associated with the project.
17. **Public Hearings:** The scope of work assumes up to two public hearings; one with the Planning Commission and one with the Board of Supervisors.
18. **Meeting Materials:** Meeting materials will be provided in digital format up to, but not earlier than, five (5) business days before a work session.
19. **Meeting Cancellations:** Meetings and work sessions cancelled with notice of less than 10 business days will be counted toward the scoped work sessions, and the client will be charged for the preparation hours for the cancelled meeting.

20. **Indirect Fee:** The indirect fees include the printing of poster-sized boards and large-format materials, meals, travel, and lodging associated with the scoped meetings. Costs for printed copies of draft or final plans is not included in the fee estimate. If hard copies are desired, the fee for professional printing will be invoiced separately to the County.
21. **Optional Services:** Optional services may be added with written authorization from the locality and subject to the following assumptions:
- A. Additional stakeholder meetings:** Assumptions for stakeholder meetings apply.
 - B. Additional public outreach or open house meetings:** Assumptions for public outreach and open house meetings apply.
 - C. Additional Work Session / Meeting:** Assumptions for work sessions apply.
 - D. Website:** If desired, the Berkley Group will develop a project website (using WIX website builder) that will be available for the duration of the project.
22. **COVID-19 Policy:** Berkley Group staff will adhere to all public health best practices as recommended by the Center for Disease Control (CDC) or state/local regulations, whichever is more stringent.

Fee:

The Scope of Work to update Prince Edward County's Comprehensive Plan will include the tasks and associated fees shown below. Fees for service will be invoiced monthly.

Phase	Task	Task Description	Total Cost	Est. Hours
Investigation	A1	Mobilization/Kick-off with Staff (Virtual)	\$ 920.00	12
	A2	Document Review	\$ 2,840.00	44
	A3	Plan Diagnostic	\$ 3,920.00	62
	A4	Kick-off Work Session / County tour	\$ 3,580.00	50
	A5	Branding & Promotions	\$ 3,080.00	44
	A6	Public Workshop (Up to 2)	\$ 5,200.00	82
	A7	Stakeholder Listening Sessions (Up to 5)	\$ 4,220.00	65
	A8	Community Survey (open-link & paper)	\$ 4,080.00	64
Development	B1	Work Sessions (up to 5)	\$ 14,200.00	218
	B2	Meetings/Coordination with Staff	\$ 3,600.00	50
	B3	Outline, Vision, About the Plan	\$ 3,700.00	56
	B4	Baseline Analysis / County Profile	\$ 6,400.00	100
	B5	Historic & Natural Resources	\$ 6,400.00	100
	B6	Housing & Community Development	\$ 6,400.00	100
	B7	Transportation	\$ 7,670.00	121
	B8	Land Use	\$ 8,950.00	135
	B9	Community Facilities, Infrastructure & Recreation	\$ 7,150.00	110
	B10	Economic Development	\$ 6,400.00	100
	B11	Implementation	\$ 6,000.00	88
	B12	Mapping	\$ 6,320.00	103
	B13	Plan Layout & Graphics	\$ 6,320.00	103
Adoption	C1	Public Draft Review + Open House (up to 2)	\$ 8,200.00	120
	C2	Final Review Joint Work Session (up to 1)	\$ 3,280.00	48
	C3	Incorporate Final Revisions	\$ 7,000.00	108
	C4	Public Adoption (PC & Board Hearings)	\$ 6,480.00	92
	C5	Final Deliverable	\$ 920.00	15
Subtotal			\$ 143,230.00	2,190
Non-direct expenses including, but not limited to, travel, printing, supplies, etc. (4% of project cost)			\$ 5,729.20	
TOTAL			\$ 148,959.20	

The following supplemental services may be employed for an additional fee:			
Options	D1	Additional Stakeholder Meeting	\$1,800/meeting
	D2	Additional Public Outreach or Open House Meetings	\$3,000/meeting
	D3	Additional Work Session / Meeting	\$3,000/meeting
	D4	Comprehensive Plan Website	\$3,000

If the work order is not signed within three (3) months, the proposed fee expires, and the Berkley Group may propose a new fee.

Schedule:

The Berkeley Group proposes to perform the tasks included in this Work Order according to the schedule outlined below. This schedule is predicated on the assistance of County staff in providing timely documentation, guidance, and scheduling of necessary meetings and work sessions.

		PROJECT TIMELINE																							
		2023			2024						2025														
Phase	#	Task Description	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June		
Investigation	A1	Mobilization/ Kick-off Meeting with Staff	V																						
	A2	Document Review																							
	A3	Plan Diagnostic																							
	A4	Kick-off Work Session / County Tour		X																					
	A5	Branding & Promotions																							
	A6	Public Workshop (up to 2)			X																				
	A7	Stakeholder Listening Sessions (up to 5)			X																				
	A8	Community Survey			O																				
Development	B1	Joint Work Sessions (up to 5)						X																	
	B2	Meetings/Coordination with Staff								X															
	B3	Outline, Vision, About the Plan																							
	B4	Baseline Analysis / County Profile							*																
	B5-B13	Draft Plan Elements									*														
	B14	Implementation Plan																							
	B15	Mapping									*														
	B16	Plan Layout & Graphics																							
Adoption	C1	Public Draft Review + Open House (up to 2)																	X						
	C2	Final Review Joint Work Session (1)																				X			
	C3	Incorporate Final Revisions																							
	C4	Public Adoption (PC & Board Hearings)																							
	C5	Final Deliverables																					X	X	

X = Anticipated In-person Attendance; V = Virtual Attendance; O = Open to Public * = Anticipated Discussion

If the work order is not signed and returned within 60 days, the proposed schedule expires, and the Berkeley Group may propose a new schedule.

SERVICE FINDER**Bids****Request for Proposals for Non-Professional Services**

Department: Public Works
Start Date: 06/02/2022 2:45 PM
Close Date: 07/22/2022 2:00 PM

REQUEST FOR PROPOSALS FOR NON-PROFESSIONAL SERVICES

Periodically, the City of Lexington requires non-professional services as defined by the Commonwealth of Virginia such as planning, public works, or other government administration services and technical expertise to supplement its professional staff. To meet this need, the City is issuing this request for proposals (RFP) for nonprofessional services, as defined by the Code of Virginia, from one or more firms with extensive expertise in government administration that can provide public services in one or more of the following areas:

- Auxiliary local government services (e.g., contract staff, special project assistance, etc.)
- Virtual (remote) local government services (e.g., planning, finance, human resources, project management, etc.)
- Organizational assessment
- Executive services (e.g., interim assistance, search assistance, public official or staff retreats)
- Current and long range planning (e.g., update of land use tools, policies, procedures)
- Code enforcement and revisions (e.g., update of Zoning Ordinance, Subdivision Ordinance, code enforcement program improvements)
- Public outreach and meeting facilitation (e.g., meetings with elected and appointed bodies, Town Hall meetings)
- Municipal project development and management (e.g., transportation projects, capital facilities management)
- Economic development (e.g., retail retention/attraction, marketing, branding)
- Public works assistance (e.g., water and sewer utilities, infrastructure management, other non-engineering services)
- Financial assistance (e.g., financial management, interim services, other services not requiring a CPA designation)
- Human resources assistance (e.g., compensation and classification studies, special projects)
- Public safety assistance (e.g., best practices, training, accreditation, other support as needed)
- Other local government related administrative tasks or non-professional services

The duration of any resultant contract will be one year, with automatic renewals for up to four (4) additional one-year terms.

The contract amount will be based on a rate schedule that will be incorporated into any resultant contract and will vary depending on the nature and extent of the regular services to be provided and the scope of any specific project needs.

RIDER CLAUSE

This solicitation is being conducted on behalf of other public bodies pursuant to Section 2.2-4304 of the Virginia Public Procurement Act (Va. Code § 2.2-4300 et seq.). The resultant contract(s) may be extended by a contracting firm(s) to other public bodies at the stated contract prices, in accordance with the contract terms. It is each contracting firm's responsibility to notify other jurisdictions of the availability of contract(s).

Any jurisdiction "riding" the resultant contract(s) may enter into its own contract with the successful firm(s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction. The City of Lexington will not be held liable for any contract between a contracting firm and another jurisdiction.

SUBMISSION OF PROPOSAL

General Requirements

All responses to the requested information should be answered thoroughly but be as succinct as possible. The responses to information requested in the Specific Requirements below should be fully contained within the body of the response. No firm may submit more than one proposal.

Specific Requirements

Firms must submit electronically the following information, in the order listed below, and all other information identified in this RFP. Failure to provide any of the listed items may result in elimination from consideration.

The submittal shall include the following items:

Letter of Interest

At a minimum, the letter of interest should include the following:

- a. The name and address of the firm and the state(s) in which organized.
- b. The name, address, telephone number, and email address of the designated contact and principals authorized to conduct negotiations for the firm.

- c. A brief description of the firm's interest in performing the required services.
- d. A description of previous experience with the proposed services and products.

Description of Qualifications and Experience

Qualifications and experience must address the requirements of this RFP in accordance with the specific scope of services being requested. At a minimum, this section should include the following:

- a. Overview of the firm, including size of organization and types of services provided.
- b. Applicable individual and corporate Virginia licensing and/or certification information.
- c. Applicable experience in one or more of the areas listed above.
- d. Two samples of work.
- e. Three client references, with contact information.

Please submit proposals to:

Jani Hostetter, City Clerk

via email: jhostetter@lexingtonva.gov

or

by mail: 300 East Washington Street, Lexington, VA 24450

Proposals are due no later than 2:00 p.m. on July 22, 2022.

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**AGREEMENT BETWEEN
THE CITY OF LEXINGTON, VIRGINIA
AND THE BERKLEY GROUP FOR
NON-PROFESSIONAL SERVICES**

This Agreement entered into on this 5th day of October, 2022 by and between The City of Lexington, a political subdivision of the Commonwealth of Virginia, having its administrative office at 300 East Washington Street Lexington, VA 24450 and hereafter called “the City” and the Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 27-3021021), and hereafter called “The Berkley Group”.

WITNESSETH:

WHEREAS, the City desires to retain the services of The Berkley Group to perform non-professional services, and

WHEREAS, pursuant to Virginia Code Section 2.2-4304, Cooperative procurement, any public body may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. A public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies; and

WHEREAS, the City of Lexington issued a request for proposals as a cooperative procurement for other public bodies for nonprofessional services, for which The Berkley Group successfully responded; and

WHEREAS, The Berkley Group desires to provide the City with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia;

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. The Berkley Group will provide services to City once issued individual Work Orders for each task assigned constituting the Scope of Services (“Scope of Services”/ “Services”) as set forth in this Agreement.
- B. The Berkley Group will use both its staff and Subcontractors to provide the Services.

Non-Professional Services Agreement

- C. The Berkley Group and its Subcontractors are and shall remain independent contractors in performing the Services under this Agreement.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

- A. **Compensation.** The City shall compensate The Berkley Group for the Services performed based upon the terms described within the Work Order Fee Schedule plus an indirect cost rate for overhead as specified in each task order (“Compensation”).
- B. **Payment to the Berkley Group.** The City shall pay The Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within thirty (30) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.
- C. **Time of Performance.** The agreement between the City and the Berkley Group shall be active on October 5, 2022 and shall continue through October 4, 2023 (“Term”). The Term shall automatically renew each year for up to five (5) years and may thereafter be extended for additional periods by written agreement of the parties pursuant to Section 6 of this Agreement, but shall remain subject to termination for non-appropriation of funding.
- D. **Termination for Convenience.** Either the City or The Berkley Group may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.
 - (1) In the event of termination, all finished and unfinished documents and other materials produced by The Berkley Group specifically for the City shall become the property of the City.
 - (2) In the event of termination, The Berkley Group shall be paid for the Services performed prior to the effective date of termination. For any incomplete services, the City will provide The Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, The Berkley Group will provide the City with documentation of the Services performed prior to the effective date of termination.
 - (3) Termination for non-appropriation by the City shall be made pursuant to this section.
- E. **Termination for Default [Breach or Cause].** The City or The Berkley Group may terminate this Agreement for default for failure to comply with the terms of this Agreement by giving a written notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall

- B. ***Incorporated Provisions.*** This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the City's purchasing or procurement regulations, and the Virginia Public Procurement Act, §§ 2.2-4300, *et seq.*, VA Code Ann., in effect at the time of this Agreement, pertaining to non-discrimination § 2.2-4310 and - 4311, compliance with immigration laws § 2.2-4311.1, drug-free workplace § 2.2-4312, which provisions are incorporated herein by reference.
- C. ***Contractual.*** Disputes with respect to this Agreement shall be governed by § 2.2-4363 VA Code Ann. or similar provision in City's purchasing or procurement regulations.
- D. ***Ownership and Status of Documents.***
 - (1) All documents prepared specifically for the City by The Berkley Group shall become the property of the City upon completion of Services, or the earlier termination of this Agreement. Upon request The Berkley Group shall have the right to retain appropriate copies of all such documents for its records, and to reuse any template documents which it prepared for the City. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to The Berkley Group by the City or which are developed in the process of performing the Services, or embody or relate to the Services, the City Information or the Innovations (as defined below), are the property of the City, and shall be returned by The Berkley Group to the City promptly upon request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.
 - (2) Records prepared by The Berkley Group specifically for the City shall be kept confidential by The Berkley Group until released or approved for release by the City. The Berkley Group will cooperate with the City in complying with the requirements of § 2.2-4342 VA Code Ann. and any requirements of the Virginia Freedom of Information Act applicable to such records.
 - (3) The Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the City upon written request.

SECTION 6. CHANGES TO AGREEMENT.

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.

- B. The parties hereto may, from time to time, propose changes for any scope of services in a work order under this Agreement. Such changes must be mutually agreed upon by the parties in writing, signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. Protection of Confidential Information. The Berkley Group agrees that at all times during or subsequent to the performance of the Services, The Berkley Group will keep confidential and not divulge, communicate, or use the City's Information, except for The Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. The Berkley Group further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, the City's Information from the City's principal place of business, without prior written approval.
- B. Liability. The City shall not be liable for injury or death occurring to The Berkley Group or any of its employees or other assistants in the course of performing this Agreement unless the harm or death is caused by the City's gross negligence.
- C. Hold Harmless. The Berkley Group hereby indemnifies and holds harmless the City, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by The Berkley Group hereunder, the work of employees of The Berkley Group while performing the Services of The Berkley Group hereunder, or any breach or alleged breach by The Berkley Group of this Agreement, including the warranties set forth herein. The City shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Berkley Group will cooperate with the City and provide reasonable assistance in defending any such claim.
- D. Taxes. The City shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of The Berkley Group or any other person consulted or employed by The Berkley Group in performing Services under this Agreement. All such costs shall be The Berkley Group's responsibility.
- E. Escalation Clause. For Auxiliary Town Hall assignments, there will be a three (3) per cent escalation assessed on an annual basis to coincide with the fiscal year.

SECTION 8. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered in the Commonwealth of Virginia and shall be governed by laws of the

set forth the nature of the default of the Agreement.

- (1) In the event of termination by the City, The Berkley Group shall be paid for Services performed up to the effective date of termination. If it is later determined that The Berkley Group had an excusable reason for not performing, such as natural disasters or other events which are beyond the control of The Berkley Group, the Parties may agree for The Berkley Group to continue to provide the Services.
- (2) After receipt of written notice from the City setting forth the nature of said breach or default, The Berkley Group may request, and the City may agree, to provide The Berkley Group time to remedy any breach or default to the satisfaction of City. If the City does not agree to allow The Berkley Group to remedy the default, The Berkley Group shall immediately cease providing Services.

SECTION 3. RESPONSIBILITIES OF THE BERKLEY GROUP.

- A. The Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of the City, and as further provided in Section 5.D. of this Agreement.
- B. The Berkley Group will not substitute staff or Subcontractors assigned to this Agreement without the prior written consent of the City.
- C. The Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- D. The Berkley Group, its staff and Subcontractors shall comply with the City's standards for acceptable workplace conduct and safety, and shall all times conduct themselves in a professional manner.
- E. The Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, evidence of such insurance shall be provided to the City.
- F. The Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and The Berkley Group shall obtain all permits or permissions required to comply with such laws, rules or regulations.

SECTION 4. RESPONSIBILITIES OF THE CITY.

- A. Without charge to The Berkley Group, the City agrees to provide all policies, information, communications, records, data, information and forms which are available to the City and needed by The Berkley Group in order to perform the Services, and not

to include any confidential files or documents subject to confidentiality laws.

- B. On-site assignments only - the City shall provide appropriate office space, desk, phone, computer, internet access, e-mail account, paper, access to copy machines, vehicles and other reasonably necessary office equipment, supplies or facilities for The Berkley Group during the time that The Berkley Group is on site.
- C. On-site assignments only - the City shall defend The Berkley Group and its respective staff or Subcontractor in any legal proceedings by a third party arising out of the performance of duties on behalf of the City.
- D. The City shall communicate any concerns about The Berkley Group staff or Subcontractor performance to The Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.
- E. On-site assignments only - the City agrees not to hire staff of The Berkley Group as City's own employee during the Term of this Agreement, and for six (6) months following termination of this Agreement.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

- A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

City's representative shall be:

James M. Halasz

Name

City Manager

Title

540-462-3700

Phone Number

jhalasz@lexingtonva.gov

Email

The Berkley Group's representative shall be:

Andrew D. Williams

Chief Executive Officer

Title

540-560-2202

Phone Number

drew@bgllc.net

Email

Non-Professional Services Agreement

Commonwealth of Virginia, both as to interpretation and performance.

- B. Any action of law, suit of equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in a court of competent jurisdiction in Rockbridge County, Virginia.

SECTION 9. SEVERABILITY.

If, for any reason, any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, the remaining parts, terms, and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be illegal, invalid, void, or unenforceable.

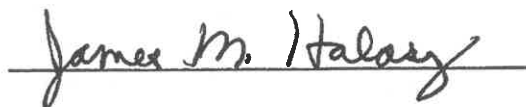
{{SIGNATURE PAGES FOLLOW}}

Non-Professional Services Agreement

The Berkley Group and the City of Lexington hereby agree to the terms of this Agreement by signing below.

FOR THE CITY OF LEXINGTON

ATTEST:

A handwritten signature in cursive script, appearing to be "James M. Halary", written over a horizontal line.A handwritten signature in cursive script, "James M. Halary", written over a horizontal line.

Date: 10/4/22

Non-Professional Services Agreement

FOR THE BERKLEY GROUP

ATTEST:

Darren K. Coffey

Darren K. Coffey, Principal

Andrew D. Williams

Andrew D. Williams, CEO

Date: 10/04/22

Article 3. The Comprehensive Plan.

§ 15.2-2223. Comprehensive plan to be prepared and adopted; scope and purpose.

A. The local planning commission shall prepare and recommend a comprehensive plan for the physical development of the territory within its jurisdiction and every governing body shall adopt a comprehensive plan for the territory under its jurisdiction.

In the preparation of a comprehensive plan, the commission shall make careful and comprehensive surveys and studies of the existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The comprehensive plan shall be made with the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities.

The comprehensive plan shall be general in nature, in that it shall designate the general or approximate location, character, and extent of each feature, including any road improvement and any transportation improvement, shown on the plan and shall indicate where existing lands or facilities are proposed to be extended, widened, removed, relocated, vacated, narrowed, abandoned, or changed in use as the case may be.

B. 1. As part of the comprehensive plan, each locality shall develop a transportation plan that designates a system of transportation infrastructure needs and recommendations that include the designation of new and expanded transportation facilities and that support the planned development of the territory covered by the plan and shall include, as appropriate, but not be limited to, roadways, bicycle accommodations, pedestrian accommodations, railways, bridges, waterways, airports, ports, and public transportation facilities. The plan shall recognize and differentiate among a hierarchy of roads such as expressways, arterials, and collectors. In developing the plan, the locality shall take into consideration how to align transportation infrastructure and facilities with affordable, accessible housing and community services that are located within the territory in order to facilitate community integration of the elderly and persons with disabilities. The Virginia Department of Transportation shall, upon request, provide localities with technical assistance in preparing such transportation plan.

2. The transportation plan shall include a map that shall show road and transportation improvements, including the cost estimate of such road and transportation improvements from the Virginia Department of Transportation, taking into account the current and future needs of residents in the locality while considering the current and future needs of the planning district within which the locality is situated.

3. The transportation plan, and any amendment thereto pursuant to § 15.2-2229, shall be consistent with the Commonwealth Transportation Board's Statewide Transportation Plan developed pursuant to § 33.2-353, the Six-Year Improvement Program adopted pursuant to subsection B of § 33.2-214, and the location of routes to be followed by roads comprising systems of state highways pursuant to subsection A of § 33.2-208. The locality shall consult with the Virginia Department of Transportation to assure such consistency is achieved. The transportation plan need reflect only those changes in the annual update of the Six-Year Improvement Program that are deemed to be significant new, expanded, or relocated roadways.

4. Prior to the adoption of the transportation plan or any amendment to the transportation plan, the locality shall submit such plan or amendment to the Department for review and comment. The Department shall conduct its review and provide written comments to the locality on the consistency of the transportation plan or any amendment to the provisions of subdivision 1. The Department shall provide such written comments to the locality within 90 days of receipt of the plan or amendment, or such other shorter period of time as may be otherwise agreed upon by the Department and the locality.

5. The locality shall submit a copy of the adopted transportation plan or any amendment to the transportation plan to the Department for informational purposes. If the Department determines that the transportation plan or amendment is not consistent with the provisions of subdivision 1, the Department shall notify the Commonwealth Transportation Board so that the Board may take appropriate action in accordance with subsection F of § 33.2-214.

6. If the adopted transportation plan designates corridors planned to be served by mass transit, as defined in § 33.2-100, a portion of its allocation from (i) the Northern Virginia Transportation Authority distribution specified in subdivision B 1 of § 33.2-2510, (ii) the commercial and industrial real property tax revenue specified in § 58.1-3221.3, and (iii) the secondary system road construction program, as described in Article 5 (§ 33.2-351 et seq.) of Chapter 3 of Title 33.2, may be used for the purpose of utility undergrounding in the planned corridor, if the locality matches 100 percent of the state allocation.

7. Each locality's amendments or updates to its transportation plan as required by subdivisions 2 through 5 shall be made on or before its ongoing scheduled date for updating its transportation plan.

C. The comprehensive plan, with the accompanying maps, plats, charts, and descriptive matter, shall show the locality's long-range recommendations for the general development of the territory covered by the plan. It may include, but need not be limited to:

1. The designation of areas for various types of public and private development and use, such as different kinds of residential, including age-restricted, housing; business; industrial; agricultural; mineral resources; conservation; active and passive recreation; public service; flood plain and drainage; and other areas;
2. The designation of a system of community service facilities such as parks, sports playing fields, forests, schools, playgrounds, public buildings and institutions, hospitals, nursing homes, assisted living facilities, community centers, waterworks, sewage disposal or waste disposal areas, and the like;
3. The designation of historical areas and areas for urban renewal or other treatment;
4. The designation of areas for the implementation of reasonable measures to provide for the continued availability, quality, and sustainability of groundwater and surface water;
5. A capital improvements program, a subdivision ordinance, a zoning ordinance and zoning district maps, mineral resource district maps and agricultural and forestal district maps, where applicable;
6. The location of existing or proposed recycling centers;
7. The location of military bases, military installations, and military airports and their adjacent safety areas; and
8. The designation of corridors or routes for electric transmission lines of 150 kilovolts or more.

D. The comprehensive plan shall include the designation of areas and implementation of measures for the construction, rehabilitation and maintenance of affordable housing, which is sufficient to meet the current and future needs of residents of all levels of income in the locality while considering the current and future needs of the planning district within which the locality is situated.

E. The comprehensive plan shall consider strategies to provide broadband infrastructure that is sufficient to meet the current and future needs of residents and businesses in the locality. To this end, local planning commissions may consult with and receive technical assistance from the Center for Innovative Technology, among other resources.

1975, c. 641, § 15.1-446.1; 1976, c. 650; 1977, c. 228; 1988, c. 268; 1989, c. 532; 1990, c. 19; 1993, cc. 116, 758; 1996, cc. 585, 600; 1997, c. 587; 2003, c. 811; 2004, cc. 691, 799; 2005, cc. 466, 699; 2006, cc. 527, 563, 564; 2007, c. 761; 2012, cc. 729, 733; 2013, cc. 561, 585, 646, 656; 2014, cc. 397, 443; 2018, cc. 420, 691, 796, 828.

§ 15.2-2223.1. Comprehensive plan to include urban development areas.

A. For purposes of this section:

"Commercial" means property devoted to usual and customary business purposes for the sale of goods and services and includes, but is not limited to, retail operations, hotels, motels and offices. "Commercial" does not include residential dwelling units, including apartments and condominiums, or agricultural or forestal production, or manufacturing, processing, assembling, storing, warehousing, or distributing.

"Commission" means the Commission on Local Government.

"Developable acreage," solely for the purposes of calculating density within the urban development area, means land that is not included in (i) existing parks, rights-of-way of arterial and collector streets, railways, and public utilities and (ii) other existing public lands and facilities.

"Population growth" means the difference in population from the next-to-latest to the latest decennial census year, based on population reported by the United States Bureau of the Census. In computing its population growth, a locality may exclude the inmate population of any new or expanded correctional facility that opened within the time period between the two censuses.

"Urban development area" means an area designated by a locality that is (i) appropriate for higher density development due to its proximity to transportation facilities, the availability of a public or community water and sewer system, or a developed area and (ii) to the extent feasible, to be used for redevelopment or infill development.

B. Any locality may amend its comprehensive plan to incorporate one or more urban development areas.

1. Urban development areas are areas that may be appropriate for development at a density on the developable acreage of at least four single-family residences, six townhouses, or 12 apartments, condominium units, or cooperative units per acre, and an authorized floor area ratio of at least 0.4 per acre for commercial development, any proportional combination thereof, or any other combination or arrangement that is adopted by a locality in meeting the intent of this section.

2. The urban development areas designated by a locality may be sufficient to meet projected residential and commercial growth in the locality for an ensuing period of at least 10 but not more than 20 years, which may include phasing of development within the urban development areas. Where an urban development area in a county with the urban county executive form of government includes planned or existing rail transit, the planning horizon may be for an ensuing period of at least 10 but not more than 40 years. Future residential and commercial growth shall be based on official estimates of either the Weldon Cooper Center for Public Service of the University of Virginia, the Virginia Employment Commission, the United States Bureau of the Census, or other official government projections required for federal transportation planning purposes.

3. The boundaries and size of each urban development area shall be reexamined and, if necessary, revised every five years in conjunction with the review of the comprehensive plan and in accordance with the most recent available population growth estimates and projections.

4. The boundaries of each urban development area shall be identified in the locality's comprehensive plan and shall be shown on future land use maps contained in such comprehensive plan.

5. Urban development areas, if designated, shall incorporate principles of traditional neighborhood design, which may include but need not be limited to (i) pedestrian-friendly road design, (ii) interconnection of new local streets with existing local streets and roads, (iii) connectivity of road and pedestrian networks, (iv) preservation of natural areas, (v) mixed-use neighborhoods, including mixed housing types, with affordable housing to meet the projected family income distributions of future residential growth, (vi) reduction of front and side yard building setbacks, and (vii) reduction of subdivision street widths and turning radii at subdivision street intersections.

6. The comprehensive plan shall describe any financial and other incentives for development in the urban development areas.

7. A portion of one or more urban development areas may be designated as a receiving area for any transfer of development rights program established by the locality.

C. No locality that has amended its comprehensive plan in accordance with this section shall limit or prohibit development pursuant to existing zoning or shall refuse to consider any application for rezoning based solely on the fact that the property is located outside the urban development area.

D. Localities shall consult with adjacent localities, as well as the relevant planning district commission and metropolitan planning organization, in establishing the appropriate size and location of urban development areas to promote orderly and efficient development of their region.

E. Any county that amends its comprehensive plan pursuant to subsection B may designate one or more urban development areas in any incorporated town within such county, if the council of the town has also amended its comprehensive plan to designate the same areas as urban development areas with at least the same density designated by the county. However, if a town has established an urban development area within its corporate boundaries, the county within which the town is located shall not include the town's projected population and commercial growth when initially determining or reexamining the size and boundary of any other urban development area within the county.

F. To the extent possible, federal, state and local transportation, housing, water and sewer facility, economic development, and other public infrastructure funding for new and expanded facilities shall be directed to designated urban development areas or to such similar areas that accommodate growth in a manner consistent with this section.

2007, c. 896; 2009, c. 327; 2010, cc. 465, 528; 2011, c. 561; 2012, cc. 192, 518, 805, 836.

§ 15.2-2223.2. Comprehensive plan to include coastal resource management guidance.

Beginning in 2013, any locality in Tidewater Virginia, as defined in § 62.1-44.15:68, shall incorporate the guidance developed by the Virginia Institute of Marine Science pursuant to subdivision 9 of § 28.2-1100 into the next scheduled review of its comprehensive plan. The Department of Conservation and Recreation, Virginia Marine Resources Commission, and the Virginia Institute of Marine Science shall provide technical assistance to any such locality upon request.

2011, c. 885.

§ 15.2-2223.3. Comprehensive plan shall incorporate strategies to combat projected sea-level rise and recurrent flooding.

Beginning July 1, 2015, any locality included in the Hampton Roads Planning District Commission shall incorporate into the next scheduled and all subsequent reviews of its comprehensive plan strategies to combat projected relative sea-level rise and recurrent flooding. Such review shall be coordinated with the other localities in the Hampton Roads Planning District Commission. The Department of Conservation and Recreation, the Department of Emergency Management, the Marine Resources Commission, Old Dominion University, and the Virginia Institute of Marine Science shall provide technical assistance to any such locality upon request. Where federal regulations as effective July 1, 2015 require a local hazard mitigation plan for participation in the Federal Emergency Management Agency (FEMA) National Flood Insurance Program, such a plan may also be incorporated into the comprehensive plan. For a locality not participating in the FEMA Community Rating System, the comprehensive plan may include an action plan and time frame for such participation.

2015, c. 186.

§ 15.2-2223.4. Comprehensive plan shall provide for transit-oriented development.

Beginning July 1, 2020, each city with a population greater than 20,000 and each county with a population greater than 100,000 shall consider incorporating into the next scheduled and all subsequent reviews of its comprehensive plan strategies to promote transit-oriented development for the purpose of reducing greenhouse gas emissions through coordinated transportation, housing and land use planning. Such strategies may include (i) locating new housing development, including low-income, affordable housing, in closer proximity to public transit options; (ii) prioritizing transit options with reduced overall carbon emissions; (iii) increasing development density in certain areas; (iv) reducing, modifying, or waiving local parking requirements or ratios; or (v) other strategies designed to reduce overall carbon emissions in the locality.

2020, c. 14; 2021, Sp. Sess. I, c. 412.

§ 15.2-2223.5. Comprehensive plan shall address manufactured housing.

During an amendment of a locality's comprehensive plan after July 1, 2021, the locality shall incorporate into its comprehensive plan strategies to promote manufactured housing as a source of affordable housing. Such strategies may include (i) the preservation of existing manufactured housing communities, (ii) the creation of new manufactured home communities, and (iii) the creation of new manufactured home subdivisions.

2021, Sp. Sess. I, cc. 91, 92.

§ 15.2-2224. Surveys and studies to be made in preparation of plan; implementation of plan.

A. In the preparation of a comprehensive plan, the local planning commission shall survey and study such matters as the following:

1. Use of land, preservation of agricultural and forestal land, production of food and fiber, characteristics and conditions of existing development, trends of growth or changes, natural resources, historic areas, groundwater and surface water availability, quality, and sustainability, geologic factors, population factors, employment, environmental and economic factors, existing public facilities, drainage, flood control and flood damage prevention measures, dam break inundation zones and potential impacts to downstream properties to the extent that information concerning such information exists and is available to the local planning authority, the transmission of electricity, broadband infrastructure, road improvements, and any estimated cost thereof, transportation facilities, transportation improvements, and any cost thereof, the need for affordable housing in both the locality and planning district within which it is situated, and any other matters relating to the subject matter and general purposes of the comprehensive plan.

However, if a locality chooses not to survey and study historic areas, then the locality shall include historic areas in the comprehensive plan, if such areas are identified and surveyed by the Department of Historic Resources. Furthermore, if a locality chooses not to survey and study mineral resources, then the locality shall include mineral resources in the comprehensive plan, if

such areas are identified and surveyed by the Department of Energy. The requirement to study the production of food and fiber shall apply only to those plans adopted on or after January 1, 1981.

2. Probable future economic and population growth of the territory and requirements therefor.

B. The comprehensive plan shall recommend methods of implementation and shall include a current map of the area covered by the comprehensive plan. Unless otherwise required by this chapter, the methods of implementation may include but need not be limited to:

1. An official map;
2. A capital improvements program;
3. A subdivision ordinance;
4. A zoning ordinance and zoning district maps;
5. A mineral resource map;
6. A recreation and sports resource map; and
7. A map of dam break inundation zones.

Code 1950, § 15-964.1; 1962, c. 407, § 15.1-447; 1975, c. 641; 1977, c. 228; 1980, c. 322; 1981, c. 418; 1988, c. 438; 1990, c. 97; 1991, c. 280; 1993, cc. 758, 770; 1996, cc. 585, 600; 1997, c. 587; 2006, c. 564; 2007, c. 761; 2008, c. 491; 2018, cc. 420, 691; 2021, Sp. Sess. c. 532.

§ 15.2-2225. Notice and hearing on plan; recommendation by local planning commission to governing body; posting of plan on website.

Prior to the recommendation of a comprehensive plan or any part thereof, the local planning commission shall (i) post the comprehensive plan or part thereof that is to be considered for recommendation on a website that is maintained by the commission or on any other website on which the commission generally posts information, and that is available to the public or that clearly describes how the public may access information regarding the plan or part thereof being considered for recommendation, (ii) give notice in accordance with § 15.2-2204, and (iii) hold a public hearing on the plan. After the public hearing, the commission may approve, amend and approve, or disapprove the plan. Upon approval, the commission shall by resolution recommend the plan, or part thereof, to the governing body and a copy shall be certified to the governing body. Any comprehensive plan or part thereof approved by the commission pursuant to this section shall be posted on a website that is maintained by the commission or on any other website on which the commission generally posts information, and that is available to the public or that clearly describes how the public may access information regarding the plan or part thereof approved by the commission and certified to the governing body. Inadvertent failure to post information on a website in accordance with this section shall not invalidate action taken by the local planning commission following notice and public hearing as required herein

Code 1950, §§ 15-908, 15-921, 15-922, 15-964.2, 15-964.3; 1958, c. 389; 1962, c. 407, §§ 15.1-448, 15.1-449; 1968, c. 735; 1975, c. 641; 1976, c. 642; 1997, c. 587; 2009, c. 605.

§ 15.2-2226. Adoption or disapproval of plan by governing body.

After certification of the plan or part thereof, the governing body shall post the comprehensive plan or part thereof certified by the local planning commission on a website that is maintained by the governing body or on any other website on which the governing body generally posts information, and that is available to the public or that clearly describes how the public may access information regarding the plan or part thereof being considered for adoption. After a public hearing with notice as required by § 15.2-2204, the governing body shall proceed to a consideration of the plan or part thereof and shall approve and adopt, amend and adopt, or disapprove the plan. In acting on the plan or part thereof, or any amendments to the plan, the governing body shall act within 90 days of the local planning commission's recommending resolution; however, if a comprehensive plan amendment is initiated by the locality for more than 25 parcels, the governing body shall act within 150 days of the local planning commission's recommending resolution. Any comprehensive plan or part thereof adopted by the governing body pursuant to this section shall be posted on a website that is maintained by the local governing body or on any other website on which the governing body generally posts information, and that is available to the public or that clearly describes how the public may access information regarding the plan or part thereof adopted by the local governing body. Inadvertent failure to post information on a website in accordance with this section shall not invalidate action taken by the governing body following notice and public hearing as required herein.

Code 1950, § 15-964.4; 1962, c. 407, § 15.1-450; 1975, c. 641; 1976, c. 642; 1997, c. 587; 2000, c. 893; 2009, c. 605; 2020, cc. 132, 760

§ 15.2-2227. Return of plan to local planning commission; resubmission.

If the governing body disapproves the plan, then it shall be returned to the local planning commission for its reconsideration, with a written statement of the reasons for its disapproval.

The commission shall have sixty days in which to reconsider the plan and resubmit it, with any changes, to the governing body.

Code 1950, § 15-964.5; 1962, c. 407, § 15.1-451; 1997, c. 587.

§ 15.2-2228. Adoption of parts of plan.

As the work of preparing the comprehensive plan progresses, the local planning commission may, from time to time, recommend, and the governing body approve and adopt, parts thereof. Any such part shall cover one or more major sections or divisions of the locality or one or more functional matters.

Code 1950, §§ 15-906, 15-921, 15-964.6; 1958, c. 389; 1962, c. 407, § 15.1-452; 1997, c. 587.

§ 15.2-2229. Amendments.

After the adoption of a comprehensive plan, all amendments to it shall be recommended, and approved and adopted, respectively as required by § 15.2-2204. If the governing body desires an amendment, it may prepare such amendment and refer it to the local planning commission for public hearing or direct the local planning commission to prepare an amendment and submit it to public hearing within 60 days or such longer timeframe as may be specified after written request by the governing body. In acting on any amendments to the plan, the governing body shall act within 90 days of the local planning commission's recommending resolution; however, if a comprehensive plan amendment is initiated by the locality for more than 25 parcels, the governing body shall act within 150 days of the local planning commission's recommending resolution. If the local planning commission fails to make a recommendation on the amendment within the aforesaid timeframe, the governing body may conduct a public hearing, which shall be advertised as required by § 15.2-2204.

Code 1950, §§ 15-908, 15-921, 15-964.7; 1958, c. 389; 1962, c. 407, § 15.1-453; 1975, c. 641; 1997, c. 587; 2000, c. 893; 2010, c. 821; 2020, cc. 132, 760.

§ 15.2-2230. Plan to be reviewed at least once every five years.

At least once every five years the comprehensive plan shall be reviewed by the local planning commission to determine whether it is advisable to amend the plan.

Code 1950, § 15-964.8; 1962, c. 407, § 15.1-454; 1975, c. 641; 1997, c. 587.

§ 15.2-2230.1. Public facilities study.

In addition to reviewing the comprehensive plan, the planning commission may make a study of the public facilities, including existing facilities, which would be needed if the comprehensive plan is fully implemented. The study may include estimations of the annual prospective operating costs for such facilities and any revenues, including tax revenues, that may be generated by such facilities. For purposes of the study, public facilities may include but need not be limited to water and sewer lines and treatment plants, schools, public safety facilities, streets and highways. The planning commission may forward the study to the local governing body or any other local, regional, state or federal agency that the planning commission believes might benefit from its findings. The study shall also be forwarded to any utility companies or franchised cable operators that may be impacted by such public facilities. The utility companies, the franchised cable operators, and the locality shall cooperate and coordinate in the relocation of such utilities and cable lines as may be appropriate to avoid unnecessary delays in the construction of public facilities and capital projects by the affected localities, consistent with the service obligations of the utility companies and franchised cable operators. For purposes of this section, the term "utility company" shall not include a municipal utility that operates outside its locality's boundaries.

1998, c. 609; 2012, c. 553.

§ 15.2-2231. Inclusion of incorporated towns in county plan; inclusion of adjacent unincorporated territory in municipal plan.

Any county plan may include planning of incorporated towns to the extent to which, in the county local planning commission's judgment, it is related to planning of the unincorporated territory of the county as a whole. However, the plan shall not be considered as a comprehensive plan for any incorporated town unless recommended by the town commission, if any, and adopted by the governing body of the town.

Any municipal plan may include the planning of adjacent unincorporated territory to the extent to which, in the municipal local planning commission's judgment, it is related to the planning of the incorporated territory of the municipality. However, the plan shall not be considered as a comprehensive plan for such unincorporated territory unless recommended by the county commission and approved and adopted by the governing body of the county.

Code 1950, §§ 15-922, 15-964.9; 1962, c. 407, § 15.1-455; 1997, c. 587.

§ 15.2-2232. Legal status of plan.

A. Whenever a local planning commission recommends a comprehensive plan or part thereof for the locality and such plan has been approved and adopted by the governing body, it shall control the general or approximate location, character and extent of each feature shown on the plan. Thereafter, unless a feature is already shown on the adopted master plan or part thereof or is deemed so under subsection D, no street or connection to an existing street, park or other public area, public building or public structure, public utility facility or public service corporation facility other than a railroad facility or an underground natural gas or underground electric distribution facility of a public utility as defined in subdivision (b) of § 56-265.1 within its certificated service territory, whether publicly or privately owned, shall be constructed, established or authorized, unless and until the general location or approximate location, character, and extent thereof has been submitted to and approved by the commission as being substantially in accord with the adopted comprehensive plan or part thereof. In connection with any such determination, the commission may, and at the direction of the governing body shall, hold a public hearing, after notice as required by § 15.2-2204. Following the adoption of the Statewide Transportation Plan by the Commonwealth Transportation Board pursuant to § 33.2-353 and written notification to the affected local governments, each local government through which one or more of the designated corridors of statewide significance traverses, shall, at a minimum, note such corridor or corridors on the transportation plan map included in its comprehensive plan for information purposes at the next regular update of the transportation plan map. Prior to the next regular update of the transportation plan map, the local government shall acknowledge the existence of corridors of statewide significance within its boundaries.

B. The commission shall communicate its findings to the governing body, indicating its approval or disapproval with written reasons therefor. The governing body may overrule the action of the commission by a vote of a majority of its membership. Failure of the commission to act within 60 days of a submission, unless the time is extended by the governing body, shall be deemed approval. The owner or owners or their agents may appeal the decision of the commission to the governing body within 10 days after the decision of the commission. The appeal shall be by written petition to the governing body setting forth the reasons for the appeal. The appeal shall be heard and determined within 60 days from its filing. A majority vote of the governing body shall overrule the commission.

C. Widening, narrowing, extension, enlargement, vacation or change of use of streets or public areas shall likewise be submitted for approval, but paving, repair, reconstruction, improvement, drainage or similar work and normal service extensions of public utilities or public service corporations shall not require approval unless such work involves a change in location or extent of a street or public area.

D. Any public area, facility, park or use as set forth in subsection A which is identified within, but not the entire subject of, a submission under either § 15.2-2258 for subdivision or subdivision A 8 of § 15.2-2286 for development or both may be deemed a feature already shown on the adopted master plan, and, therefore, excepted from the requirement for submittal to and approval by the commission or the governing body, provided that the governing body has by ordinance or resolution defined standards governing the construction, establishment or authorization of such public area, facility, park or use or has approved it through acceptance of a proffer made pursuant to § 15.2-2303.

E. Approval and funding of a public telecommunications facility on or before July 1, 2012, by the Virginia Public Broadcasting Board pursuant to Article 12 (§ 2.2-2426 et seq.) of Chapter 24 of Title 2.2 or after July 1, 2012, by the Board of Education pursuant to § 22.1-20.1 shall be deemed to satisfy the requirements of this section and local zoning ordinances with respect to such facility with the exception of television and radio towers and structures not necessary to house electronic apparatus. The exemption provided for in this subsection shall not apply to facilities existing or approved by the Virginia Public Telecommunications Board prior to July 1, 1990. The Board of Education shall notify the governing body of the locality in advance of any meeting where approval of any such facility shall be acted upon.

F. On any application for a telecommunications facility, the commission's decision shall comply with the requirements of the Federal Telecommunications Act of 1996. Failure of the commission to act on any such application for a telecommunications facility under subsection A submitted on or after July 1, 1998, within 90 days of such submission shall be deemed approval of the application by the commission unless the governing body has authorized an extension of time for consideration or the applicant has agreed to an extension of time. The governing body may extend the time required for action by the local commission by no


more than 60 additional days. If the commission has not acted on the application by the end of the extension, or by the end of such longer period as may be agreed to by the applicant, the application is deemed approved by the commission.

G. A proposed telecommunications tower or a facility constructed by an entity organized pursuant to Chapter 9.1 (§ 56-231.15 et seq.) of Title 56 shall be deemed to be substantially in accord with the comprehensive plan and commission approval shall not be required if the proposed telecommunications tower or facility is located in a zoning district that allows such telecommunications towers or facilities by right.

H. A solar facility subject to subsection A shall be deemed to be substantially in accord with the comprehensive plan if (i) such proposed solar facility is located in a zoning district that allows such solar facilities by right; (ii) such proposed solar facility is designed to serve the electricity or thermal needs of the property upon which such facility is located, or will be owned or operated by an eligible customer-generator or eligible agricultural customer-generator under § 56-594 or 56-594.01 or by a small agricultural generator under § 56-594.2; or (iii) the locality waives the requirement that solar facilities be reviewed for substantial accord with the comprehensive plan. All other solar facilities shall be reviewed for substantial accord with the comprehensive plan in accordance with this section. However, a locality may allow for a substantial accord review for such solar facilities to be advertised and approved concurrently in a public hearing process with a rezoning, special exception, or other approval process.

Code 1950, §§ 15-909, 15-923, 15-964.10; 1958, c. 389; 1960, c. 567; 1962, c. 407, § 15.1-456; 1964, c. 528; 1966, c. 596; 1968, c. 290; 1975, c. 641; 1976, c. 291; 1978, c. 584; 1982, c. 39; 1987, c. 312; 1989, c. 532; 1990, c. 633; 1997, cc. 587, 858; 1998, c. 683; 2007, c. 801; 2009, cc. 670, 690; 2012, cc. 803, 835; 2016, c. 613; 2018, cc. 175, 318; 2020, c. 665; 2022, c. 181. 4/13/202


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TOWN MANAGER'S OFFICE

C. Scott Davis, LP.D.
Town Manager

Jacqueline B. Vaughan
Executive Assistant

April 19, 2023

Doug Stanley, County Administrator
Prince Edward County
111 South Street
Farmville, VA 23901

Dear Mr. Stanley,

I am writing this letter to recommend the services of the Berkley Group to you. During the past five (5) years the Town of Farmville has been working with the Berkley Group on several projects. The firm offers high quality services, and we have always been satisfied by their work.

One of the projects that the Berkley Group worked on was the Town's rewrite of the Comprehensive Plan and major revisions to the Zoning and Subdivision Ordinances. For this project, the Berkley Group conducted a full review of the land use tools and related planning and land use documents, to assess and ensure compliance with the Code of Virginia, identified any deficiencies, and added best practices to the Comprehensive Plan and Ordinances. The Berkley Group is very knowledgeable, has a robust team of planners, and provided vital information needed to complete the project.

During the process of rewriting the Comprehensive Plan and revising the Zoning and Subdivision Ordinances, the Berkley Group studied the Town's demographic layout and history. They met with the Farmville Town Council and the Farmville Planning Commission members to discuss past, current, and future needs and concerns for the Town. They held two (2) community input sessions, conducted a survey, and held two (2) public meetings at the end of the project for feedback before the required public hearings. Their work with staff throughout the process was seamless.

In conclusion, I would recommend the Berkley Group as a professional firm that has the knowledge and resources to complete a variety of projects. The Town of Farmville has been very pleased with all the projects completed and ongoing by this firm. If you have any questions or need additional information, please feel free to contact me at 434-392-5686 or sdavis@farmvilleva.com.

Sincerely,

C. Scott Davis, LP.D.
Town Manager