1. ROLL CALL

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

CLOSED SESSION:

At 3:05 p.m. upon motion of Dr. Moore, seconded by Mr. Lee,

The Board of Supervisors of Dinwiddie County, Virginia convened in a closed meeting under:

a. §2.2-3711(A)(7) Consultation with Legal Counsel Employed or Retained by a Public Body
   - Regarding specific legal matters requiring the provision of legal advice by such counsel
     - Taxation

Ayes: Mr. Chavis, Ms. Ebron-Bonner, Mr. Lee, Dr. Moore, Mr. Moody
Nays: None

At 3:04 p.m. upon motion of Dr. Moore, seconded by Ms. Ebron-Bonner, the Board reconvened into open session.

Ayes: Mr. Chavis, Mr. Lee, Ms. Ebron-Bonner, Dr. Moore, Mr. Moody
Nays: None

CERTIFICATION

WHEREAS, this Board convened in a closed meeting under:

a. §2.2-3711(A)(7) Consultation with Legal Counsel Employed or Retained by a Public Body
   - Regarding specific legal matters requiring the provision of legal advice by such counsel
     - Taxation

AND WHEREAS, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or the matters identified in the motion were discussed,
NOW BE IT CERTIFIED, that only those matters as were identified in the motion were heard, discussed or considered in the meeting.

Upon motion of Mr. Chavis, seconded by Ms. Ebron-Bonner, this Certification Resolution was adopted.

Ayes: Mr. Lee, Ms. Ebron-Bonner, Mr. Chavis, Dr. Moore, Mr. Moody
Nays: None

Tyler C. Southall, County Attorney, stated Dr. Moore and Mr. Lee had statements they needed to read. They each made a statement at the March 15th Board meeting regarding their wives’ employment with the School Board; and the Virginia Conflict of Interest Act states that “each Board member shall orally disclose the existence of an interest during each meeting of the governmental or advisory agency at which the transactions are discussed; and such disclosures shall be recorded in the minutes of the meeting”. Mr. Southall stated that Mr. Lee is also employed by the Appomattox River Soil and Water Conservation District and so he may not participate in any discussion or action pertaining to the Appomattox River Soil and Water Conservation District.

Mr. Lee read the following statement:

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

As I stated at the March 15, 2012, special meeting of the Dinwiddie County Board of Supervisors, I, Daniel D. Lee, disclosed that my wife works for the Dinwiddie County School Board. The budget affects all School Board employees and I am able to participate in the budget process fairly, objectively and in the public interest.

Furthermore as I stated at the March 15, 2012 special meeting of the Dinwiddie County Board of Supervisors, I am employed by the Appomattox River Soil and Water Conservation District, which has an address of P.O. Box 277, Dinwiddie, Virginia 23841. Due to my employment with the Appomattox River Soil and Water Conservation Board, I will not participate in any discussion pertaining to the Appomattox River Soil and Water Conservation Board during the budget workshop.

Dr. Moore read the following statement:

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

As I stated at the March 15, 2012, special meeting of the Dinwiddie County Board of Supervisors, I disclosed that my wife works for the Dinwiddie County School Board as a substitute teacher and that she may apply for full time employment with the Dinwiddie County School Board in the future. The budget affects all School Board employees and future applicants and I am able to participate in the budget process fairly, objectively and in the public interest.

3. BUDGET WORKSHOP

W. Kevin Massengill, County Administrator, presented the information below to the Board.

Capital Improvement Plan (CIP)

What is a CIP?

A short-range plan, usually four to ten years, which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan. Essentially, the plan provides a link between a municipality and schools.

A CIP Provides Many Benefits Including:

- Allows for a systematic evaluation of all potential projects at the same time.
- The ability to stabilize debt and consolidate projects to reduce borrowing costs.
- A focus on preserving the County’s infrastructure (Investments) while ensuring the efficient use of public funds.
• An opportunity to foster cooperation among departments and an ability to inform other units of government of the entity's priorities. For example, Dinwiddie has incorporated into its CIP the capital needs of the school district in addition to the needs of the municipality.
• Bond Rating agencies like to see communities appropriately plan for and execute the capital needs.
• Serve as tool to communicate to the public and businesses on the priorities of the governing body.

Prior Approved Projects with Outstanding Balances:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Project Description</th>
<th>Outstanding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY05</td>
<td>Animal Shelter Expansion</td>
<td>$3,089</td>
</tr>
<tr>
<td>FY08</td>
<td>McKenney Recreation</td>
<td>$73,108</td>
</tr>
<tr>
<td>FY09</td>
<td>SCWWA</td>
<td>$94,579</td>
</tr>
<tr>
<td>FY09</td>
<td>IT Voice over IP Telecommunications</td>
<td>$20,706</td>
</tr>
<tr>
<td>FY09</td>
<td>IT Network Infrastructure (PS Grant)</td>
<td>$77,763</td>
</tr>
<tr>
<td>FY10</td>
<td>Ford Volunteer Fire Department</td>
<td>$9,995</td>
</tr>
<tr>
<td>FY10</td>
<td>Manned sites (East and West)</td>
<td>$278,809</td>
</tr>
<tr>
<td>FY11</td>
<td>Sports Complex</td>
<td>$120,379</td>
</tr>
<tr>
<td>FY11</td>
<td>Rohoic Renovations</td>
<td>$179,543</td>
</tr>
<tr>
<td>FY12</td>
<td>Addition Air/Electrical Support</td>
<td>$85,000</td>
</tr>
<tr>
<td>FY12</td>
<td>Addition Brush 1 – Dinwiddie</td>
<td>$61,388</td>
</tr>
<tr>
<td>FY12</td>
<td>Replace Ambulance 11</td>
<td>$90,000</td>
</tr>
<tr>
<td>FY12</td>
<td>Replace Ambulance 42</td>
<td>$90,000</td>
</tr>
<tr>
<td>FY12</td>
<td>Radio System Expansion</td>
<td>$611,090</td>
</tr>
<tr>
<td>FY12</td>
<td>School Buses</td>
<td>$80,000</td>
</tr>
<tr>
<td>FY12</td>
<td>Southside Elementary – Lagoon</td>
<td>$80,095</td>
</tr>
<tr>
<td>FY12</td>
<td>Demolition of Northside</td>
<td>$168,000</td>
</tr>
<tr>
<td>FY12</td>
<td>Sports Complex(Maintenance Bldg)</td>
<td>$17,800</td>
</tr>
<tr>
<td>FY12</td>
<td>Sports Complex (Road Paving)</td>
<td>$41,000</td>
</tr>
<tr>
<td>FY12</td>
<td>Addition Air/Electrical Support</td>
<td>$85,000</td>
</tr>
<tr>
<td>FY12</td>
<td>Addition Brush 2 – Dinwiddie</td>
<td>$61,388</td>
</tr>
<tr>
<td>FY12</td>
<td>Replace Ambulance 42</td>
<td>$90,000</td>
</tr>
<tr>
<td>FY12</td>
<td>Radio System Expansion</td>
<td>$611,090</td>
</tr>
<tr>
<td>FY12</td>
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</tr>
<tr>
<td>FY12</td>
<td>Sports Complex (Road Paving)</td>
<td>$41,000</td>
</tr>
</tbody>
</table>

County of Dinwiddie Capital Improvements Plan FY13 to FY17:

Dinwiddie Fire & Rescue Apparatus Replacement Plan:

Dennis Hale, Chief Fire & Rescue

- Tanker 4
- Medic 11
- Medic 42
- Responder 1
- Responder 3
- Relocate:
  - Responder 1 to Co. 4

Dinwiddie Health & Human Services/Rohoic Future Use Committee

Background & Review:
- Renovation of Old Rohoic Elementary School for the Dinwiddie Parks and Recreation Department and Appomattox River Regional Branch Library.
  - Interior Renovations – Minor work: ADA Improvements, Electrical Upgrade, A&E ($200,000)
  - Exterior Improvements – Parking and Field Improvements ($100,000)
- Renovation of Eastside Community Enhancement Center for the Dinwiddie Health Department and Department of Social Services.
  - Interior Improvements (Est. $150,000)
Committee Makeup:
- Board of Supervisors
- County Administration
- Finance and General Services
- Public Works
- Dinwiddie Public Schools
- Planning and Community Development
- Parks and Recreation
- Social Services
- Health Department
- District 19

Committee Findings:
- Evaluated Items HHS:
  - Location of HHS
  - Workflow and Business Needs
  - Reimbursements
  - Space needs
- Evaluated Items Rohoic
  - Amazon announcement, Dinwiddie Commerce Park
  - Highest and best use of the Land and Building
  - Future Use

**Gene Jones, Director of Public Works - Estimates**

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td>$75,300</td>
</tr>
<tr>
<td>Floors</td>
<td>$10,000</td>
</tr>
<tr>
<td>Mechanical</td>
<td>$226,000</td>
</tr>
<tr>
<td>Fire Rated Glass</td>
<td>$18,000</td>
</tr>
<tr>
<td>Plumbing</td>
<td>$30,000</td>
</tr>
<tr>
<td>IT</td>
<td>$86,200</td>
</tr>
<tr>
<td>Roof</td>
<td>$200,000</td>
</tr>
<tr>
<td>Exterior field</td>
<td>$25,000</td>
</tr>
<tr>
<td>Fire</td>
<td>$10,000</td>
</tr>
<tr>
<td>Security</td>
<td>$10,000</td>
</tr>
<tr>
<td>Doors</td>
<td>$5,000</td>
</tr>
</tbody>
</table>
Ceilings $52,000  
Windows $12,000  
Exterior Lights $75,300  
Library $28,500  
A&E $20,000  
Recreation $180,000  
Masonry $5,000  
Demo/Painting $12,000  
Contingency (10%) $106,665  

Total $1,176,316

Committee Findings:
• Location:
  • Business need exist to be close to the Courthouse Area
  • Central Location for the General Public
• Options:
  • Renovate Existing Space
  • Addition and Renovation
  • Add Human Services Wing
    • Estimated Construction of $2.6M (17,000 SF)
  • Dinwiddie Public Schools Possible could move out
• Reimbursements:
  • Dinwiddie Health Department
  • Dinwiddie Social Services
  • Virginia Cooperative Extension

Committee Findings - Highest and Best Use: Take advantage of Location of Commerce Park:
• Options:
  • Workforce Development Center, Business Incubator, Community College Satellite Location
  • Industrial Development Site (IDA)
  • Sale the Property (Retail and Commercial)

Dinwiddie County Sports Complex
Brian Mancini, Director

• Remaining Funds in CIP (FY11) - $120,379
  • Soccer Field completion $71,907
  • Parking Lot Paving $21,459
  • Final Grading/Landscaping/Site-work $18,016
  • Commercial Entrances $9,000
• Remaining Funds in CIP (FY12) - $58,800
  • Interior Access Road $41,000
  • Maintenance Building $17,800
• Fiscal Year 13 – CIP Request: $250,000
  • Parking Lot paving $250,000
  • Outstanding Items $179,300
  • Soccer Field Lighting/Ball field Netting $127,500
  • Football Field Fencing (Outer Perimeter) $35,000
  • Pond fencing $16,800
• Purchase of 5 School Buses  $400,000
• *Reduced (was 10 buses)
• Interior – Field House Project  $325,000

CIP FY13 to FY17:

<table>
<thead>
<tr>
<th>FY2013</th>
<th>Payment Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRRJA Satellite****</td>
<td>Cash</td>
<td>$843,100</td>
</tr>
<tr>
<td>Demolition (McKenney Elem)</td>
<td>Cash</td>
<td>$168,000</td>
</tr>
<tr>
<td>SCWWA Credits</td>
<td>Cash</td>
<td>$ 86,900</td>
</tr>
<tr>
<td>Replace ambulance 81</td>
<td>Cash</td>
<td>$195,500</td>
</tr>
<tr>
<td>Sports Complex Paving</td>
<td>Cash</td>
<td>$250,000</td>
</tr>
<tr>
<td>A&amp;E HHS Building</td>
<td>Cash</td>
<td>$ 58,178</td>
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</tbody>
</table>

Fiscal Year 2013 Draft Budget

FY2012 Revenue (Year End Projections):

<table>
<thead>
<tr>
<th>FY12 Amended Budget</th>
<th>FY12 Projected Actual</th>
<th>Projected (More)/Less</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>$32,448,817</td>
<td>$33,228,191</td>
</tr>
<tr>
<td>State</td>
<td>$ 6,473,392</td>
<td>$ 6,473,875</td>
</tr>
<tr>
<td>Federal</td>
<td>$ 34,603</td>
<td>$ 37,202</td>
</tr>
<tr>
<td>Total</td>
<td>$38,910,770</td>
<td>$39,739,268</td>
</tr>
</tbody>
</table>

FY2012 Expenditures (Year End Projections)

<table>
<thead>
<tr>
<th>County</th>
<th>FY12 Amended Budget</th>
<th>FY12 Projected Actual</th>
<th>Projected (Under/Over)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Fund</td>
<td>$19,359,306</td>
<td>$18,704,931</td>
<td>($654,375)</td>
</tr>
<tr>
<td>Transfers</td>
<td>$21,344,996</td>
<td>$21,404,996</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

Revenue Comparison FY2012 to FY2013 Draft:

<table>
<thead>
<tr>
<th>FY12 Budget Revenue (Amended)</th>
<th>$38,956,812</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>$32,448,817</td>
</tr>
<tr>
<td>State</td>
<td>$ 6,473,392</td>
</tr>
<tr>
<td>Federal</td>
<td>$ 34,603</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY13 Proposed Budget Revenue</th>
<th>$38,257,764</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>$33,279,098</td>
</tr>
<tr>
<td>State</td>
<td>$ 5,930,566</td>
</tr>
<tr>
<td>Federal</td>
<td>$ 48,100</td>
</tr>
</tbody>
</table>

Proposed Budget Change: $300,952 (.8% Growth)

Dinwiddie Sheriff’s Office

Confinement & Care of Inmates:

<table>
<thead>
<tr>
<th>FY12 Budget</th>
<th>FY13 Draft Budget</th>
<th>Budget Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,041,953</td>
<td>$1,591,827</td>
<td>-$450,126 less</td>
</tr>
</tbody>
</table>

Sheriff Operating Budget:

<table>
<thead>
<tr>
<th>FY12 Budget</th>
<th>FY13 Draft Budget</th>
<th>Budget Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,927,079</td>
<td>$4,307,672</td>
<td>$380,593 More</td>
</tr>
</tbody>
</table>

Approx. $70,000 less
Staffing Considerations: 7 Employees for New Unit
2 School Resource Officers

Internal Capital Outlay: Replacement of 5 Police Cars

FY 2013 Draft Expenditure Highlights

Department of Social Services:
Requested $551,311
Draft Budget $483,326
Difference $ 67,985

Fund Balance History:
FY06 $110,878
FY07 $203,592

VRS Legislation:
Mandated to increase member salaries by 5% to offset mandatory employee paid 5% contribution. This 5% is currently being paid by the County. Draft budget includes an increase of 5.596% to salaries (in order to make employees whole & not receive a decrease in pay – will receive same amount of salary as current).

Draft Budget Includes Funding For:
• Grant Writer/Community Information Coordinator (Already paying ½ in FY12)
• 7 Deputies (Sheriff’s Support Unit)
• Re-graded Fire & EMS Coordinator, Animal Control Supervisor, Building Inspections
• Economic Development Director split (Division Chief, Economic Development Manager, Marketing Coordinator)
• Waste Management Supervisors split (Program Support Tech & Equipment Operator)

FY12 – Salary & Benefits $11,122,045
FY13 – Salary & Benefits $11,080,287
-$ 41,758

Transient Occupancy Tax – 5% Increase $77,500:
Petersburg Area Region Tourism $15,000
Sesquicentenennial $10,000
Virginia’s Retreat $ 4,500
Salaries & Benefits $14,735
Marketing $20,000
Total: $64,235
Fund 210: $13,265

Internal Capital Outlay:
Requested: $726,976
Proposed: $397,741

Outside Organizations:
Same as FY12, unless contractual change

Fiscal Year 2013 Budget (DRAFT)

FY 2013 Budgeted Revenue $39,257,764
FY2013 County Operations $16,628,017
FY2013 Social Services/CSA $ 690,423
FY2013 School Operation/Capital $11,743,287
School Debt Payment $ 5,420,062
County Debt Payment $ 1,752,710
Sesquicentenennial Transfer $ 10,000
Community Development Fund - Lodging Tax $ 13,265

FY 2013 Budgeted Expenditure $39,257,764
Total CIP Expenditure $ 1,653,078
Change in General Fund Balance -$ 1,653,078 (CIP
- $ 843,100 (MRRJA Satellite)
- $ 2,496,178

Mr. Massengill stated that what had been presented were recommendations for the Board to consider. He asked that the Board members please contact him regarding any changes/modifications they wished to be made.

Mr. Lee asked Mr. Clark, School Superintendent: “would the School’s current budget be sustainable for the following years?”

Mr. Clark responded that one of the big questions for them (and included in their budget) was the fact that they have not yet moved ahead with secondary consolidation. He said that is a big chunk of what would constitute reoccurring savings in future years. He said they have not calculated any of the VRS piece either. He stated that enrollment is the biggest issue for them as they move forward. The dip in enrollment over the last two or three years has compounded the issue of loss of revenue from the state. The price increases in fuel also cause huge increases to the School budget going forward.

Ms. Ebron-Bonner asked about lottery money and whether it goes to schools.

Mr. Clark responded that it goes to the schools, but the funding is taken away somewhere else so the results of the net have not been an increase. He said that three or four years ago you started to see different funds that were coming to the schools from the state started going away. He said the lottery money is designated for schools, but the state pulls the money away from somewhere else. He said all the people who played the lottery the previous week didn’t technically mean more money for Dinwiddie County Schools (although it is reported that way).

4. ACTION ITEM: LEASE OF HEALTH DEPARTMENT MODULAR BUILDING CONTRACT AWARD

Anne Howerton, Division Chief of Finance & General Services, presented the information below to the Board.

BACKGROUND
The County is required by state code to provide space for a local Virginia Department of Health (VDH) office. The County building that has housed the local VDH office for many years has developed some environmental issues. The immediate solution to these environmental issues has been to relocate the clinical staff to the Petersburg office and the non-clinical staff to the School’s Professional Development Building on Carson Road. The long-term solution for Health and Human Services in the County is being addressed in the FY 2013-2017 Capital Improvements Plan. However, an intermediate solution has been identified that places a temporary modular medical office building directly behind the old Health Department building at the County Complex.

CONTRACT NEGOTIATIONS
An IFB for the lease of a modular medical office building was prepared and released on March 18, 2012, and eight vendors attended a mandatory pre-bid conference on March 23, 2012. Four bids were received on March 30, 2012, with Action Mobile providing the lowest responsive responsible bid. The bids were tabulated based on the total price for delivery, installation, twelve monthly lease payments, and tear down and removal at lease end; and ranged from $56,844 to $140,634. After the initial twelve months, the lease would remain in effect on a month-to-month basis for up to twenty-four additional months. A contract based on the IFB specifications is attached. Further details on this procurement can be found on the County website at www.dinwiddieva.us under the Purchasing tab.

FUNDING
In January 2012, VDH returned FY 2011 year end funds of $22,727 to the County, and it is anticipated that the monthly lease payments of $1,250 will be offset by corresponding rental income from VDH. These funds would cover $25,227 of the $35,644 needed in FY 2012 for delivery, installation, and the May and June payments, with the remaining $10,417 coming from the unassigned general fund balance. The FY 2013 monthly payments will be appropriated in the upcoming FY 2013 budget.

REQUESTED ACTION
We are asking for approval of the following resolution.
Upon motion of Dr. Moore, seconded by Ms. Ebron-Bonner,

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute a lease contract for a modular medical office building with Acton Mobile in an amount not to exceed $56,844 for delivery and installation, the first twelve monthly lease payments, and tear down and removal at lease end.

BE IT FURTHER RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia does hereby appropriate and amend the FY 2012 expenditure budget for the General Fund (4-101-51100-5420) in the amount of $35,644 for the Health Department lease contract as described above.

Ayes: Mr. Lee, Mr. Chavis, Ms. Ebron-Bonner, Dr. Moore, Mr. Moody
Nays: None

CONTRACT

DINWIDDIE COUNTY
RENTAL OF MODULAR OFFICE BUILDING – HEALTH DEPT

The Agreement is made this 3rd day of April, 2012, by and between New Acton Mobile Industries LLC of 8007-A Corporation Drive, Baltimore, MD 21236 (party of the first part, and hereinafter known as “Contractor”), and the County of Dinwiddie, Virginia (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited bids to establish a minimum 12-month lease contract where the County has the option to extend such lease annually, quarterly or monthly, for up to 24 additional months at the lease price bid with a qualified Contractor to provide, deliver, install, set-up, lease, tear down and remove a modular office building to be used by the Dinwiddie County Health Department; and

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

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

WHEREAS, County has selected Contractor to provide, deliver, install, set-up, lease, tear down and remove a modular office building, according to the specifications in the Invitation to Bid;

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

1. **Incorporation by Reference.** County's Invitation For Bids (IFB #12-031812, release date March 18, 2012), including all related appendices and addenda; and Contractor’s bid response in its entirety dated March 29, 2012, excluding the Contractor's Terms of Lease attached to bid (since they were not part of the County's bid documents), are made a part hereof as if the same were fully set forth. If any discrepancies arise between County’s Invitation For Bids and Contractor's bid response, Contractor agrees to abide by County's Invitation For Bids. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.

2. **Time of Performance.** Contractor agrees to begin construction within ten (10) calendar days of receipt of County's Written Notice to Proceed, with all delivery, installation, and set-up of the modular office building to be completed no later than thirty (30) calendar days after issuance of Notice to Proceed. TIME IS OF THE ESSENCE. In the event the specified construction work is not completed by the applicable deadlines, Contractor may be subject to liquidated damages in the amount of $500.00 per day for each and every calendar day of delay beyond the time specified and as further specified in County’s Invitation For Bid.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract including a 12-month lease for the modular office building as well as delivery, installation and removal of the modular building, as specified in the bid documents, for a sum no greater than FIFTY-SIX THOUSAND EIGHT HUNDRED FORTY-FOUR AND NO/100 DOLLARS ($56,844.00) (the “Contract Price”). Should the County decide to extend the contract (annually, quarterly, or monthly) after the initial twelve (12) month term, all terms and conditions will remain in effect and the lease rate of $1,250.00 per month shall continue for up to 24 months. Payment shall be made to Contractor at its Baltimore, Maryland office within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.

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

Notice to County shall be made to:  
W. Kevin Massengill  
County Administrator  
P. O. Drawer 70  
Dinwiddie, Virginia 23841  
(804) 469-4500

Notice to Contractor shall be made to:  
M. K. Creech  
New Acton Mobile Industries LLC  
8007-A Corporation Drive  
Baltimore, Maryland 21236  
(804) 520-7171

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County’s requirements in the Invitation For Bids documents.

6. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this Contract shall be with a state or federal court with jurisdiction in Dinwiddie County, Virginia. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

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

Dinwiddie County, Virginia  
New Acton Mobile Industries LLC

By: __________________________  
W. Kevin Massengill  
County Administrator

By: __________________________  
Title: __________________________

Attest: ________________________  
Attest: ________________________

Approved as to form:

County Attorney

5. **ADJOURNMENT**

Upon motion of Mr. Chavis to adjourn, seconded by Ms. Ebron-Bonner,

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

Nays: None

The meeting was adjourned at 6:54 p.m.
Harrison A. Moody, Chairman

ATTEST:

W. Kevin Massengill
County Administrator
Clerk to the Board

/wjn