

County of Dinwiddie

BOARD OF SUPERVISORS

BRENDA EBON-BONNER, CHAIR
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COUNTY ADMINISTRATOR

W. KEVIN MASSENGILL

FOUNDED 1752

February 2, 2021

Special Meeting- 4:00 PM

1. ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. AMENDMENTS TO AGENDA

5. REPORTS:

A. CARES Act Funding Update

W. Kevin Massengill, County Administrator

6. ACTION ITEMS:

A. BAPCC 2020 Disbursement #3- Fire Truck & Southside HVAC

Anne Howerton, Deputy County Administrator

Documents:

[BAPCC 2020 Disbursement 3 Fire Truck and Southside HVAC.pdf](#)

B. Contract Award: Used Roll-Off Truck

Anne Howerton, Deputy County Administrator

Documents:

[210202 BOS Memo.pdf](#)

[210127 Contract with Milams Truck Sales.pdf](#)

7. ADJOURNMENT

This meeting is being held in conformity with and in compliance with the Pandemic Disaster Continuity of Operations Ordinance approved by the Dinwiddie County Board of Supervisors on September 15, 2020. Board members may be present in person and others may choose to participate remotely.

Citizen Participation Instructions:

Webex will be the platform used for participants to access the meeting remotely. In order to accommodate everyone, participants will be able to attend via telephone or computer.

To access this meeting remotely, please call in using the following information: 1-844 -621 -3956 , Access Code/Meeting Number 132 316 7010

Citizens who wish to attend the meeting in person should adhere to the social distancing guidelines and Executive Order 72 requiring face coverings while inside buildings set forth by the Governor and public health officials.

Citizens are asked to remain at home and participate electronically if they (1) are experiencing symptoms of illness, (2) have had contact with a known or suspected COVID-19 case in the last 14 days, or (3) have a fever of 100.4 degrees or higher.

Questions or comments regarding the meeting should be directed to Camisha Brown at 804-469-4500, option 1, extension 2103, or cbrown@dinwiddieva.us



Dinwiddie County Finance and General Services

14010 Boydton Plank Road

Dinwiddie, Virginia 23841

Phone: 804-469-4500

FAX: 804-469-4503

MEMORANDUM

TO: Board of Supervisors

FROM: Anne Howerton, Deputy County Administrator

DATE: February 2, 2021

SUBJECT: BAPCC 2020 Disbursement #3 - Fire Truck & Southside HVAC

Background

The Fire Truck and Southside Elementary HVAC replacement projects as approved in the FY 2021 CIP were financed with debt issued through Banc of America Public Capital Corp (BAPCC), which closed on December 2, 2020. Each project has its own disbursement forms per the Master Lease Agreement.

Fire Truck #3 requests payment to Atlantic Emergency Solutions for construction of the truck upon execution of the contract. There is also a \$38,845 prepayment discount applied to the invoice since we are paying for the truck at the beginning of construction process.

Southside HVAC #3 requests payment to Haney Phinyowattanachip PLLC for the School's legal services related to the BAPCC financing. The disbursement forms and invoices are attached for your review.

Actions

We are asking for approval of the following resolution.

BE IT RESOLVED, that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize payment to Atlantic Emergency Solutions and Haney Phinyowattanachip PLLC per the attached invoices for a total disbursement of \$ \$1,072,804.

Dinwiddie County - Restricted Account Agreement - Schedule 1 FIRE TRUCK

DISBURSEMENT REQUEST NO. 3

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the Lessee identified below. On Lessee's behalf, I hereby request a disbursement in the amount of **\$1,072,552** with respect to the Equipment listed below, which is subject to Master Equipment Lease/Purchase Agreement dated as of December 2, 2020 by and between Banc of America Public Capital Corp, ("*Lessor*") and County of Dinwiddie, Virginia ("*Lessee*") (hereinafter referred to as the "Lease"):

Prepayment of Fire Truck - Invoice # I-0559

The disbursement should be made to:
(Contractor Information)

Atlantic Emergency Solutions

The undersigned hereby certifies as follows:

Lessee has incurred an obligation in the stated amount. That obligation is a proper charge against the Restricted Account for costs relating to the Equipment identified in the Lease, and has not been paid. Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the original invoice with respect to this obligation.

The undersigned has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, conditional sales contracts, or security interest that should be satisfied or discharged before the obligation is paid.

This requisition contains no item representing payment on account or any retained percentages that Lessee is, at the date hereof, entitled to retain.

The Equipment is insured in accordance with the Lease.

No Event of Default under the Lease, and no event that with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred (or is threatened by the governing board of the County) with respect to the Lease.

The disbursement will occur during the Acquisition Period.

The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Date 2/2/2021

LESSEE: County of Dinwiddie, Virginia

By: *Anne R. Howerton*

Name: Anne R. Howerton

Title: Deputy County Administrator

Disbursement Authorized:
Banc of America Public Capital Corp

By: _____

Name: _____

Title: _____



Atlantic Emergency Solutions
12351 Randolph Ridge Lane
Manassas, Virginia 20109
<http://www.atlanticemergency.com>

Invoice

Invoice # : I-0559
Invoice Date : 01/27/2021
Invoice Due Date : 01/27/2021

Sold

To: Dinwiddie County Fire & EMS
13850 Courthouse Rd
DINWIDDIE Virginia
United States 23841

Job # : 36215
Customer PO # : 0001322
Payment Terms : On Receipt

Customer ID : 15769
Sales Person : Randy Smith

Name	Quantity	Unit Price	Total Price
Pierce Velocity 105' Aerial	1.00	\$ 1,111,397.00	\$ 1,111,397.00
100% Prepayment Discount	1.00	\$- 38,845.00	\$- 38,845.00
Total:			\$ 1,072,552.00

How can we better serve you? Please go to www.atlanticemergency.com/survey

Thank you for your Business!

Dinwiddie County - Restricted Account Agreement - Schedule 2 HVAC

DISBURSEMENT REQUEST NO. 3

I, the undersigned, hereby certify that I am the duly qualified and acting officer of the Lessee identified below. On Lessee's behalf, I hereby request a disbursement in the amount of **\$252.00** with respect to the Equipment listed below, which is subject to Master Equipment Lease/Purchase Agreement dated as of December 2, 2020 by and between Banc of America Public Capital Corp, ("*Lessor*") and County of Dinwiddie, Virginia ("*Lessee*") (hereinafter referred to as the "Lease"):

Cost of Issuance – Schools' Legal Counsel – Invoice # 11033

The disbursement should be made to:
(Contractor Information)

Haney Phinyowattanachip PLLC

The undersigned hereby certifies as follows:

Lessee has incurred an obligation in the stated amount. That obligation is a proper charge against the Restricted Account for costs relating to the Equipment identified in the Lease, and has not been paid. Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the original invoice with respect to this obligation.

The undersigned has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, conditional sales contracts, or security interest that should be satisfied or discharged before the obligation is paid.

This requisition contains no item representing payment on account or any retained percentages that Lessee is, at the date hereof, entitled to retain.

The Equipment is insured in accordance with the Lease.

No Event of Default under the Lease, and no event that with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred (or is threatened by the governing board of the County) with respect to the Lease.

The disbursement will occur during the Acquisition Period.

The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

No Material Adverse Change has occurred since the date of the execution and delivery of the

Lease.

DATE 2/2/2021

LESSEE: **County of Dinwiddie, Virginia**

By: *Anne R. Howerton*

Name: Anne R. Howerton

Title: Deputy County Administrator

Disbursement Authorized:
Banc of America Public Capital Corp

By: _____

Name: _____

Title: _____

Haney Phinyowattanachip PLLC
 11 South 12th Street
 Suite 300C
 Richmond, VA 23219



Dinwiddie County School Board
 Kari Weston
 P.O. Box 7
 Dinwiddie, VA 23841

Invoice 11033

Date	Dec 31, 2020
Terms	
Service Thru	Dec 31, 2020

In Reference To: General (Task)

Date	By	Services	Hours	Rates	Amount
12/01/2020	SH	Other: Email communication with Mr. Staley re financing; telephone conference with bond counsel; revise and finalize and transmit opinion letter	0.90	\$ 280.00/hr	\$ 252.00

Total Hours	0.90 hrs
Total Task	\$ 252.00
Total Invoice Amount	\$ 252.00
Previous Balance	\$ 1,367.00
12/21/2020 Payment - Check	(\$1,367.00)
Balance (Amount Due)	\$ 252.00

DINWIDDIE PUBLIC SCHOOLS
 APPROVED FOR PAYMENT

JAN 14 2021

SIGN. _____
 ACCT. _____



Dinwiddie County Finance and General Services

14010 Boydton Plank Road

Dinwiddie, Virginia 23841

Phone: 804-469-4500

MEMORANDUM

TO: Board of Supervisors

FROM: Anne Howerton, Deputy County Administrator

DATE: February 2, 2021

SUBJECT: Contract Award - Used Roll-Off Truck

Background

The 2002 International roll-off truck used by Waste Management to move/empty thirty-yard cans from manned convenience sites is in poor mechanical condition. It can still be used on the Landfill yard to empty cans, but currently needs significant repairs to keep it on the road. This truck was originally scheduled for replacement in the FY 2021 CIP, but was moved to FY 22 because of COVID19-related financial uncertainty when the budget was approved last May. Sufficient funds are, however, currently available in the Litter Grant/Recycling Fund for the purchase of a used roll-off truck.

Actions

Pursuant to the County's Purchasing Policy, used and refurbished equipment is exempt from competitive requirements. We found a used 2015 Kenworth T880 Roll-Off Truck from Milam's Truck Sales, Inc. in South Boston, VA that meets the County's needs. The County will purchase a six month warranty for the vehicle as well.

Recommendation

We recommend approval of the following resolution.

BE IT RESOLVED, that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize and direct the County Administrator to execute the attached contract with Milam's Truck Sales, Inc. for a used roll-off truck with any changes, substantive or otherwise, as may be approved by the County Administrator.

CONTRACT

DINWIDDIE COUNTY
2015 ROLL OFF TRUCK

The Agreement is made this _____ day of _____ 2021, by and between **Milam’s Truck Sales, Inc.**, of 5190 South Boston Highway, Sutherlin, Virginia 24594 (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, the County solicited a quote for a used roll-off truck; and

WHEREAS, pursuant to the Dinwiddie County Purchasing Policy, used and refurbished equipment is exempt from competitive requirements; and

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

WHEREAS, County has selected Contractor to provide goods;

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

- 1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, and (2) Contractor’s buyers order dated January 26, 2021. 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 deliver equipment within 30 days from the date of this contract.
- 3. **Costs.** Contractor agrees to provide all equipment pursuant to this Contract for a sum no greater than ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$112,500.00) (the “Contract Price”). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.
- 4. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:
Procurement
Dinwiddie County
P.O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
Accounting@dinwiddieva.us

Notice to Contractor shall be made to:
Kenny Bowes
Milam’s Truck Sales, Inc.
5190 S. Boston Highway
Sutherlin, Virginia 24594
(434) 822-8796
kenny@milamtrk.com

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

6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

8. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.

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

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

County of Dinwiddie, Virginia

Milam's Truck Sales, Inc.

X

W. Kevin Massengill
County Administrator

X

Print Name/Title:

Approved as to form:

Department Approval:

X

Legal Counsel

X

Gene Jones
Director of Public Works

GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

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

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

B. Anti-Discrimination Statement by Contractor

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

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

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

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

E. Drug-Free Workplace:

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

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

F. Payment:

- (1) To Prime Contractor(s):
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices

shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
 - e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).
- (2) To Subcontractor(s):
- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

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

I. Availability of Funds

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