

County of Dinwiddie Board of Supervisors

MINUTES

Regular Meeting – November 18, 2025, 3:00 PM

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

Supervisors Present:

Brenda Ebron-Bonner, *Vice Chair* Election District 5
Casey M. Dooley Election District 1
Dr. Mark. E. Moore Election District 2
William D. Chavis Election District 3

Administration Present:

W. Kevin Massengill, *County Administrator*
Anne Howerton, *Deputy County Administrator*
Tyler Southall, *County Attorney*

1. ROLL CALL

Mr. Lee was not present for the meeting.

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. AMENDMENTS TO AGENDA

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

AYES: Mr. Dooley, Dr. Moore, Mr. Chavis, Mrs. Ebron-Bonner

NAYS: None

ABSENT: Mr. Lee

5. CONSENT AGENDA:

A. SUMMARY AND CLAIMS

CLAIMS

Cash Account	Print Date	Invoice Count	Check Count	Total
999 - 110110 - Operating Account	10/01/2025	2	2	\$4,845,644.30
999 - 110110 - Operating Account	10/02/2025	1	1	\$34.40
999 - 110110 - Operating Account	10/03/2025	42	28	\$244,979.39
999 - 110110 - Operating Account	10/03/2025	15	12	\$654,702.91
999 - 110110 - Operating Account	10/06/2025	1	1	\$473.75
999 - 110110 - Operating Account	10/10/2025	53	30	\$306,052.21
999 - 110110 - Operating Account	10/10/2025	21	14	\$80,121.20
999 - 110110 - Operating Account	10/15/2025	1	1	\$36.00
999 - 110110 - Operating Account	10/16/2025	1	1	\$78,516.92
999 - 110110 - Operating Account	10/16/2025	11	12	\$47,675.00
999 - 110110 - Operating Account	10/16/2025	1	1	\$1,000.00
999 - 110110 - Operating Account	10/16/2025	1	1	\$500.00
999 - 110110 - Operating Account	10/15/2025	1	1	\$3,500.00
999 - 110110 - Operating Account	10/17/2025	26	15	\$19,584.90
999 - 110110 - Operating Account	10/17/2025	40	14	\$322,530.95
999 - 110110 - Operating Account	10/20/2025	2	2	\$26.32
999 - 110110 - Operating Account	10/21/2025	1	1	\$2,000.00
999 - 110110 - Operating Account	10/27/2025	12	9	\$23,916.40
999 - 110110 - Operating Account	10/27/2025	13	8	\$91,363.81
999 - 110110 - Operating Account	10/29/2025	1	1	\$6.58
999 - 110110 - Operating Account	10/31/2025	60	35	\$95,364.24
999 - 110110 - Operating Account	10/31/2025	51	18	\$1,074,038.35
		357	208	\$7,892,067.63

B. VRA 2019C TAXABLE BOND REQUISITION #12



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: November 18, 2025
SUBJECT: VRA 2019C Taxable Bond Requisition #12

Background

The Public Safety Radio Replacement project as approved in the FY 2020 CIP was financed with debt issued through Virginia Resources Authority, which closed on November 20, 2019. As you are aware, this financing had several components. The \$8,623,554 Series 2019C Lease Revenue Bond was tax exempt, and the \$1,528,895 Series 2019C Lease Revenue Bond is taxable. The IRS distinction between taxable and tax exempt bonds is the end use of those funds. The taxable funds can be used for both governmental purposes and expenditures that could be potentially used for private purposes, but the tax-exempt funds can only be used for governmental purposes.

Taxable Requisition #12 requests \$6,006.76 for six communications officer workstation status indication lights, and \$4,650 for UPS units for the cameras at the six tower sites. Please see attached invoices.

The tax exempt funds have been exhausted, but there is still a remaining balance of \$44,056.65 in the taxable funds account after payment of these invoices.

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 of VRA 2019C Taxable Requisition #12 to Russ Bassett Corp in the amount of \$6,006.76 and to Motorola Solutions Inc. for \$4,650.

FORM OF REQUISITION

Requisition No. 12 (**TAXABLE ACQUISITION FUND**)

Date: 11/18/25

U.S. Bank National Association, as Trustee
Attention: Corporate Trust Department
1021 East Cary Street
18th Floor
Richmond, Virginia 23219

Virginia Resources Authority
1111 East Main Street
Suite 1920
Richmond, Virginia 23219
Attention: Executive Director

This Requisition, including Schedule 1 and Schedule 2 hereto, is submitted in connection with the Local Lease Acquisition Agreement and Amended and Restated Financing Lease dated as of September 20, 2019 (the "Financing Lease") between the Virginia Resources Authority, the Dinwiddie County School Board and the County of Dinwiddie, Virginia (the "Local Government"). Unless otherwise defined in this Requisition, each capitalized term used herein has the meaning given it under Article I of the Financing Lease. The undersigned Local Representative hereby requests payment of the following amounts from the Local Account established for the Local Government in the 2019C Acquisition Fund established under the Forty-Sixth Supplemental Series Indenture.

Payee (including electronic payment instructions if requesting electronic payment):

Russ Bassett Corp	Amount to be Paid: \$6,006.76
Motorola Solutions, Inc.	Amount to be Paid: \$4,650.00

Purpose (in reasonable detail) for which obligations(s) to be paid were incurred:

6 communications officer workstation status indicator lights
6 UPS for security cameras at the tower sites

Attached on Schedule 2 are the wire instructions for this requisition, and also attached hereto is an invoice (or invoices) relating to the items for which payment is requested.

The undersigned certifies that (i) the amounts requested by this Requisition will be applied in accordance, with the Local Tax Document, as it relates to the 2019 Tax-Exempt New Money Project, and solely and exclusively to the payment, or the reimbursement of the Local Government for its payment, of Project Costs of the construction portion of the 2019 New Money Project, (ii) no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the Requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the Requisition, and (iii) this Requisition contains no items representing payment on account of any retained percentage entitled to be retained at this date.

If this Requisition includes payments for labor or to contractors, builders or materialmen, the attached Certificate of Local Representative must be completed. If this Requisition includes payments for any lands or easements, rights or interest in or relating to lands, the attached Certificate of the Local Representative must be completed and there must be attached to this Requisition a certificate signed by a Local Representative stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of the construction portion of the 2019 New Money Project over or through such lands.

The Local Government has agreed in the Financing Lease that any amounts it receives pursuant to this Requisition will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.



Local Representative

SCHEDULE 1
Form to Accompany Requisition

Requisition #: 12
 Recipient: Dinwiddie County - VPFP Series 2019C (Taxable New Money and Refunding Portion)
 Local Representative: Anne Howerton
 Title: Deputy County Administrator - Finance
 Date: 11/18/2025

<u>Cost Category</u>	<u>Total Project Costs</u>	<u>Previous Disbursements</u>	<u>Disbursement This Period</u>	<u>Disbursements to Date</u>	<u>Remaining Balance</u>
P25 Radio System - Equipment & Services	\$ 1,000,000.00	\$ 1,000,000.00		\$ 1,000,000.00	\$ -
Dispatch System - Equipment & Services	-	-	-	-	-
Microwave System - Equipment & Services	-	-	-	-	-
Site Improvements	500,000.00	474,106.25	10,656.76	484,763.01	15,236.99
Mobile Radios - Low Tier Mobile	-	-	-	-	-
Mobile Radios - Mid Tier Mobile	-	-	-	-	-
Mobile Radios - High Tier Mobile	-	-	-	-	-
Portable Radios - Low Tier Portable	-	-	-	-	-
Portable Radios - Mid Tier Portable	-	-	-	-	-
Portable Radios - Pagers - P25	-	-	-	-	-
Contingencies	-	-	-	-	-
Refunding Escrow Deposit*	23,260,023.62	23,260,023.62	-	23,260,023.62	-
Local Cost of Issuance	106,801.15	106,801.15	-	106,801.15	-
Additional Proceeds / Contingency	101,590.05	72,770.39	-	72,770.39	28,819.66
TOTALS	\$ 24,968,414.82	\$ 24,913,701.41	\$ 10,656.76	\$ 24,924,358.17	\$ 44,056.65

* Note: \$23,260,023.62 was deposited into an escrow fund to provide for the Series 2012A defeasance on November 20, 2019.

SCHEDULE 2

Payment Instructions for Requisition

Russ Bassett Corp
See Invoice for EFT information

Motorola Solutions Inc
See Invoice for EFT information

Ship To: Dinwiddie County Emergency Communications
 13850 Courthouse Rd
 Dinwiddie VA 23841
 USA

Ref:
Carrier: UPS

Sold To: County of Dinwiddie Emergency Communications
 Post Office Drawer 70
 Dinwiddie VA 23841
 USA

Contract: (F) HGAC EC07-23
Project #: DC-23034-04
Option: 1 **Rev:** A

#	Order	Seller ID	Customer #	Ref. P.O.	Rep	Ship Date
FUR	84940		9899	00002764	2015	10/07/2025
Qty	Part Number	Description			Unit Price	Extended
6	DAC-SLT-5-36	SW INDICATOR LIGHT,5-LENS TL50,36" POLE			623.88	3,743.28
6	WAC-SL-CNCT-KT	SIL CONNECTION KIT,PWY SPLY,VER BRKT			173.08	1,038.48

Please Remit to:	Electronic Funds Transfer to:	Product Total:	4,781.76
Russ Bassett Corp.	Banc of California	Sales Tax:	0.00
Accounts Receivable	17901 Von Karman Ave	Freight Services:	250.00
8189 Byron Road	Irvine, CA 92614	Install Services:	975.00
Whittier, CA 90606	Acc. Name: Russ Bassett Corp.	Invoice Total:	\$6,006.76
Terms: Net 30	Acct. Number: 0020-302776		
Payment Due: 11/27/2025	ABA: 122238200		
	Swift Number: FNSDUS6D		

Russ Bassett Corp. 8189 Byron Road, Whittier, CA 90606 800-350-2445 www.russbassett.com



Dinwiddie County

PURCHASE ORDER

Fiscal Year 2026 Page 1 of 1

Please reference PO Number on invoice.

Bill To
Dinwiddie County
P.O. Box 70
Dinwiddie, VA 23841
(804) 469-4500
accounting@dinwiddieva.us

Ship To
Fire & EMS
13850 Courthouse Road
Dinwiddie, VA 23841

Purchase Order Number **00002764**
Purchase Order Date **09/24/2025**
Department **EMERGENCY COMMUNICATIONS**

Payment Terms: Net 30 days unless otherwise stated.
Send invoices to accounting@dinwiddieva.us.

Vendor
RUSS BASSETT CORPORATION
8189 BYRON RD
WHITTIER, CA 90606

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	DELIVERY REFERENCE
		701	260185	Chuck Lewis	

NOTES

Status Lights for Dispatch (Bond Funds)
HGACBuy Contract #EC07-23

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DAC-SLT-5-36 Statwall mounted status light, 5 lens, 36" pole GL #: 3059420 - 482220	6.0000	EACH	\$623.8800	\$3,743.28
2	WAC-SL-CNCT-KT status indicator light connection kit with power supply GL #: 3059420 - 482220	6.0000	EACH	\$173.0800	\$1,038.48
3	Delivery Services GL #: 3059420 - 482220	1.0000	EACH	\$250.0000	\$250.00
4	Russ Bassett Installation Services GL #: 3059420 - 482220	1.0000	EACH	\$975.0000	\$975.00

For questions regarding this Purchase Order, please contact Hollie Casey at (804) 469-4500, Option 1, Ext 2150, hcasey@dinwiddieva.us.

W. Kevin Massengill

Purchase Order Total **\$6,006.76**

Quotation

russett
 Russ Bassett Corporation
 8189 Byron Road Whittier, CA 90606
 Tel: 800.350.2445 Fax: 562.698.8972
 www.russbassett.com

PROJECT #: DC-23034-04 **Option:** 1
REVISION: A
PROJECT NAME: Dinwiddie County Division of Fire & EMS

look for invoice to come

QUOTE DATE: 9/17/2025
EXPIRATION DATE: 12/16/2025
CUSTOMER: County of Dinwiddie
CONTACT: Charles L. Lewis
ADDRESS: 13850 Courthouse Road
 Dinwiddie, VA 23841
PHONE: 804-894-5467
EMAIL: cilewis@dinwiddieva.us

SALES EXECUTIVE: Elizabeth Thrall
ADDRESS: 8189 Byron Rd
 Whittier, CA 90606
PHONE: (813)-758-2127
EMAIL: ethrall@russett.com

QTY	PART NUMBER	DESCRIPTION	HGACBuy PRICE	EXTENDED
AREA: 1			AREA 1 TOTAL:	\$ 4,781.76
6	DAC-SLT-5-36	Slatwall mounted Status Light, 5-Lens, 36" Pole	\$ 623.88	\$ 3,743.28
6	WAC-SL-CNCT-KT	Status Indicator Light Connection Kit with Power Supply	\$ 173.08	\$ 1,038.48

HGACBuy Contract #: EC07-23 (911 Equipment & Emergency Notification Software and Services). Effective Dates 8/1/2023 - 6/30/27.
 Prices shown herein are Net (discount applied) unless otherwise noted.

Product Total: \$ 4,781.76
 Price does not include applicable sales tax
Delivery Services: \$ 250.00
Russ Bassett Installation Services: \$ 975.00
Total Due \$ 6,006.76



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Invoice 1187158181

Issue Date Oct 20, 2025	P.O. No. 00002731	P.O. Date Jun 27, 2025
Sales Order 3203827054	Delivery No.	Customer No. 1000321563

Billing Address

DINWIDDIE COUNTY
 ATTN: Accounts Payable
 PO BOX 70
 DINWIDDIE, VA 23841
 United States

Shipping Address

DINWIDDIE COUNTY
 13050 COUNTRYHOUSE RD
 DINWIDDIE, VA 23841
 United States



Important Information

Project No: EASTPVIAUS35
 Project Name: EAST FIXED VIDLO IAs

For all invoice payment inquiries contact

SL TRAFFIC@motorolasolutions.com
 Telephone: 800 247-2346

<p>Payment Details</p> <p>Payment Method / Terms Net Due in 30 Days</p> <p>Payment Address Motorola Solutions, Inc. 13104 Collectors Center Drive Chicago, IL 60693 United States</p> <p>Bank CHICAGO</p>	<p>Bank Account No. 3756319819</p> <p>ABA Routing No. for ACH 111000012</p> <p>ABA Routing No. for Wire Transfer 026009593</p> <p>SWIFT BOFAUS3N</p>	<p>Invoice Total USD 4,650.00 Payment Due Date Nov 19, 2025</p> <p>Pay Online</p> <p>motorolasolutions.com/billing</p>
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Invoice 1187158181

Please detach here and return the bottom portion with your payment.

Page 1 of 2

Payment Coupon

Invoice 1187158181

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

Billing Address

DINWIDDIE COUNTY
 ATTN: Accounts Payable
 PO BOX 70
 DINWIDDIE, VA 23841
 United States

Payment Address

Motorola Solutions, Inc.
 13104 Collectors Center Drive
 Chicago, IL 60693
 United States

Issue Date

Oct 20, 2025

Customer No.

1000321563

Invoice Total
USD 4,650.00
 Tax Included 0.00
 Payment Due Date **Nov 19, 2025**

Provide your remittance details to:
US.remittance@motorolasolutions.com

#	Description	Ship Date	Service Period	Unit Price	Qty	Amount	
1	Cyber Power 1000W Rackmount UPS			475.00	6	2,850.00	
2	Installation and Additional Training			1,800.00	1	1,800.00	
						USD Subtotal	4,650.00
						USD Total Tax	0.00
						USD Invoice Total	4,650.00
						USD Amount Due	4,650.00



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Dinwiddie County

Bill To
 Dinwiddie County
 P.O. Box 70
 Dinwiddie, VA 23841
 (804) 469-4500
 accounting@dinwiddieva.us

Ship To
 Fire & EMS
 13850 Courthouse Road
 Dinwiddie, VA 23841

Vendor
 MOTOROLA SOLUTIONS INC
 PO BOX 404059
 ATL, GA 30384-4059

PURCHASE ORDER

Fiscal Year 2026 Page 1 of 1

Please reference PO Number on invoice.

Purchase Order Number **00002731**
 Purchase Order Date 06/27/2025
 Department **EMERGENCY COMMUNICATIONS**
 Contract 25026

Payment Terms: Net 30 days unless otherwise stated.
 Send invoices to accounting@dinwiddieva.us.

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	REQUISITIONER NAME	DELIVERY REFERENCE
	US.REMITTANCE@MOTOROLASOLUTIONS.COM	189	260016	Chuck Lewis	

NOTES

Site Security Camera UPS's

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Cyper Power 1000W Rackmount UPS GL #: 3059420 - 482220	6.0000	EACH	\$475.0000	\$2,850.00
2	Installation and Additional Training GL #: 3059420 - 482220	1.0000	EACH	\$1,800.0000	\$1,800.00

For questions regarding this Purchase Order, please contact Hollie Casey at (804) 469-4500, Option 1, Ext 2150, hcasey@dinwiddieva.us.


 W. Kevin Messing

Purchase Order Total **\$4,650.00**



ITEM	QTY	NOMENCLATURE	DESCRIPTION	PRICE
1	6	CP1500PFCRMU	CYPER POWER 1000W RACKMOUNT UPS	\$ 2,850.00
2	6		Installation and Additional Training	\$ 1,800.00
TOTAL				\$ 4,650.00

ADDITIONAL INFORMATION:

- Prices are reflective of VITA State Contract – 240110-MSI
- Delivery is 4 weeks ARO
- Terms are NET 30 DAYS
- Quotation is effective for 90 days
- Include the billing address on the purchase order
- Include the street shipping address on the purchase order

MAKE PURCHASE ORDER TO MOTOROLA SOLUTIONS, INC.

Ross Wolfe
 Senior Account Manager
 715 9th Street
 Virginia Beach, VA 23451
 (757) 515-2709
ross.wolfe@motorolasolutions.com

CERTIFICATE OF LOCAL REPRESENTATIVE

The undersigned Local Representative for the Local Government hereby certifies that (i) insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the 2019 Tax-Exempt New Money or the 2019 Taxable New Money Project, and (ii) insofar as the amounts covered by the Requisition include payments for land or easements, rights or interests in or relating to lands, such lands, easements, rights or interests are being acquired and are necessary or convenient for the undertaking and completion of the 2019 Tax-Exempt New Money Project or the 2019 Taxable New Money Project.

Date: 11/18/25



Local Representative

C. SURPLUS OF COUNTY PERSONAL PROPERTY



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: November 18, 2025
SUBJECT: Surplus of County Personal Property

Background

Fire & EMS has selected the vehicles on the attached list for surplus based on age, mileage and overall mechanical condition. It has been determined that overall these assets are no longer mechanically sound enough to function as daily vehicles for the County.

Recommendation

We recommend approval of the following resolution.

Resolution

WHEREAS, the personal property on the attached listing ("Surplus Property") has become obsolete and unusable by Dinwiddie County ("County"); and

WHEREAS, in accordance with Section 15.2-951 of the Code of Virginia, as amended, localities may dispose of personal property, and in accordance with Section 15.2-1236 of the Code of Virginia, as amended, all sales of personal property which has become obsolete and unusable shall be based wherever feasible on competitive bids; and

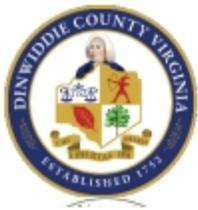
WHEREAS, the Board of Supervisors is of the opinion that it is in the best interests of the County to dispose of the Surplus Property through public auction on an on-line government auction website; through trade-in; and/or through highest bid on sale of scrap metal; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the Surplus Property as listed above is declared obsolete and unusable and is authorized for disposal as noted above.

FY 26 SURPLUS VEHICLES
11/28/2025

DEPT	YEAR	MAKE	MODEL	VIN	MILEAGE
FIRE & EMS	2002	FREIGHTLINER	FIRE TANKER	2156	42,896
FIRE & EMS	2000	FORD	EXPEDITION	7628	107,116
FIRE & EMS	1993	PIERCE	FIRE PUMPER	0405	103,854

D. BANKING RESOLUTION



Dinwiddie County Attorney's Office

14010 Boydton Plank Road

Dinwiddie, VA 23841

Phone: (804) 469-4500

Fax: (804) 469-4503

To: Board of Supervisors of Dinwiddie County, Virginia

CC: Jennifer C. Perkins, Treasurer
W. Kevin Massengill, County Administrator
Anne C. Howerton, Deputy County Administrator, Finance

From: Tyler Southall, County Attorney

Date: November 18, 2025

Subject: Banking Resolution

Background:

The County uses Fifth-Third Bank for a lockbox account that assists with the collection of ambulance billing.

Treasurer Perkins is working with the Bank and Digitech (the billing company) to set up an interest-bearing account. Approval of the attached resolution has been requested.

ACTION

BE IT RESOLVED THAT the attached resolution is adopted in the form presented.



FIFTH THIRD

**38 Fountain Square Plaza
Cincinnati, Ohio 45263**

Banking Services Resolution

Fifth Third Bank | *Banking Services Resolution September 2024*

1



Banking Services Resolution
DEPOSIT ACCOUNTS & OTHER TREASURY MANAGEMENT SERVICES

Effective as of the date of execution, the named person(s) in the Authorized Persons Section is/are duly authorized representative(s) of the Company, Corporation, Partnership, Organization, Government, Trust and/or Plan reflected on the Signature Page hereof ("Entity") and hold the title(s) set forth opposite his or her respective name(s), said authorized persons is/are authorized to act on behalf of this Entity, and on behalf of those entities named in the Affiliates Section hereof ("Affiliates"), as an "Authorized Person" in transactions with Fifth Third Bank, National Association, or an affiliate of Fifth Third Bancorp (collectively, "Bank"), with the authority detailed in the following resolutions:

Section I. DEPOSIT ACCOUNTS & OTHER TREASURY MANAGEMENT SERVICES:

RESOLVED, that the Bank is hereby designated as an authorized depository of this Entity and that one or more checking, savings, or other deposit accounts ("Accounts") be opened and maintained with the Bank in the name of the Entity.

RESOLVED, that the opening and maintaining of the Accounts, all transactions in connection with the Accounts and all related services will be governed by written agreements provided by the Bank, and by such rules, regulations and policies as the Bank shall from time to time establish.

RESOLVED, this Entity is authorized to obtain banking services from the Bank including treasury management, the sale or purchase of foreign currencies, and to enter into such agreements and documentation for such services as are required by the Bank from time to time, including a Master Treasury Management Agreement, Online Channel Access Agreement, Schedules to the Online Channel Access Agreement, Signature Card, Terms and Conditions for various banking services, Commercial Card Service Agreement, Deposit Account Rules & Regulations, and/or Commercial Account Rules, as applicable ("Banking Agreements"), each of which, when accepted or signed by an Authorized Person described below is approved and authorized in all respects.

RESOLVED, that the Entity is authorized to incur and repay indebtedness, grant or give security, and incur and perform related liabilities and obligations to the Bank in connection with the banking services obtained by the Entity under the relevant Banking Agreements, including, without limiting the foregoing, with respect to: (a) transactions executed for the Entity by the Bank (b) credit card services under the Commercial Card Service Agreement, and (b) import and export services for letters of credit as provided in the terms and conditions for such import and export services and related reimbursement, financing and security or collateral arrangements.

RESOLVED, that the Entity is authorized to enter into, execute and deliver to the Bank applications, documents, notes and agreements reflecting or evidencing such indebtedness, security, liabilities and obligations including those related to letters of credit, confirmation and payment services, reimbursement arrangements and related loans, lines of credit or similar financing arrangements, and security and collateralization arrangements, and a note or notes, security, pledge or similar agreement evidencing or securing such arrangements ("Banking Services Financing Agreements"), each of which, when submitted, accepted or signed by an Authorized Person is authorized and approved in all respects.

RESOLVED; that a) any of the Authorized Persons as designated in the Authorized Person(s) Section, acting alone or together with other Authorized Persons, b) each person serving or named as an executive or finance officer of the Corporation (such as the Chief Executive Officer, President, Chief Financial Officer, Controller and Vice President-Finance or similar title (each, an "Executive Officer") from time to time, and (c) any other person designated by any such individual, whose identity is provided to Fifth Third Bank (each, an "Authorized Person" and for purposes of certain Banking Agreements, an "Authorized Agent") is authorized to act for the Entity, and any named Affiliates if the same are joined to the Banking Services Agreements, to do any of the following:

Section 1.1. Accounts and Agreements. Open or close any deposit or other Account and execute on behalf of the Entity signature cards (and designate persons with check signing authority), application forms, authorization, set-up and other documentation and agreements with the Bank with respect to the Accounts and any services related to the Accounts including each of the Banking Agreements and Banking Services Financing Agreements;

Section 1.2. Payment Instructions. Issue, and designate persons with the authority to issue written, telephonic, electronic, internet-based, or oral instructions and payment orders for the transfer or payment of funds of the Entity on deposit with the Bank (or at any other financial institution) including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;

Section 1.3. Foreign Currency Transactions. Agree to buy or sell foreign currencies via spot contracts, execute on behalf of the Entity confirmation of such spot transactions, and deliver such currencies as required under the spot transactions to the Bank, including by wire transfer, automated clearing house debit, book transfer and other physical and electronic means;

Section 1.4. Implementation and Setup. Select the services the Entity will obtain from the Bank and instruct the Bank on service options and features desired by the Entity, and the set-up, implementation and security procedures relating to the services selected.

Section 1.5 Designate others with Authority. Designate and advise the Bank of the identity of persons (including officers and employees of this Entity or its service providers) who have some or all of the authority of an Authorized Person with respect to one or more Accounts of the Entity Banking Agreements entered into by Entity or services utilized by the Entity, and limitations on the scope of such authority, if any, including a person or persons who will serve as administrator or service administrator with respect to a service or services obtained by the Entity and have authority to: manage the service on behalf of the Entity; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED, that the Authorized Person(s), and any persons designated by the same in accordance with the foregoing resolutions, is/are hereby authorized to take such other actions as may be necessary or desirable to carry out the intent of the foregoing.

RESOLVED, that the resolutions set forth herein and the authority hereby conferred is in addition to that conferred by any other resolution heretofore or hereafter delivered by this Entity to the Bank and shall continue in full force and effect until the Bank shall have received, and have had a reasonable opportunity to act upon, notice in writing, certified by an authorized representative of this Entity, of the revocation hereof by a resolution duly adopted by the governing body of this Entity. Any such revocation shall be effective only as to credit which is extended or committed by the Bank, or actions which are taken by this Entity pursuant to the resolutions contained herein, subsequent to the Bank's receipt of, and reasonable opportunity to act upon, such notice and shall not affect any acts by Authorized Person(s) performed prior thereto.

RESOLVED, that any and all transactions by or on behalf of this Entity with the Bank and all agreements, applications, documents and authorizations executed and delivered on behalf of this Entity to the Bank prior to the adoption of this resolution (whether involving deposits, withdrawals, borrowings, guarantees, leases or otherwise) be and the same are in all respects ratified, approved, and confirmed.

RESOLVED, that the Bank is authorized to rely in good faith on any telephonic or other oral communication which shall be received by it from anyone reasonably believed by the Bank to be one of the Authorized Person(s) (including any Channel Administrator) until new instructions are received in writing from an Authorized Person of Entity and Bank has had a reasonable time to act on such instructions.

BE IT FURTHER RESOLVED that The United States Electronic Signatures in Global and National Commerce Act, P.L. 106-229 (the "E-Sign Act") applies to the fullest extent possible to this document. The Entity represents, warrants, and covenants that the electronic signatures submitted by the Entity to Bank on this document are created using software and processes that create valid, enforceable, and effective electronic signatures in compliance with the E-Sign Act and all applicable state laws including applicable Uniform Electronic Transactions Act(s). All questions regarding the validity of the electronic signatures on this document shall be governed by the E-Sign Act or, to the extent applicable, by the laws of the State of Ohio, including the Ohio Uniform Transactions Act, OHIO REV. CODE ANN. § 1306.01-23., et seq.

Section II. AUTHORIZED PERSON(S)

Name of Authorized Person	Title of Authorized Person
JENNIFER C PERKINS	TREASURER
W. KEVIN MASSENGILL	COUNTY ADMINISTRATOR
JOYCE KERULO	DIGITECH REPRESENTATIVE
ROSE WARNER	DIGITECH REPRESENTATIVE

NOTE: If additional space is needed, please attach separate copies of this table, labeling each copy "Exhibit to [Name of ENTITY] Banking Services Resolution dated [insert date of this Resolution]."



SIGNATURE PAGE OF BANKING SERVICES RESOLUTION

I hereby certify that:

- I am duly authorized under the governing documents and resolutions of Entity (and each Affiliate, if applicable) to give this certification to the Bank; and
- the above is a true copy of the resolutions adopted by the governing body of this Entity (and each Affiliate, if applicable), and
- such resolutions are now in full force and effect as of the date set forth below, having been adopted pursuant to the governing documents of Entity and (each Affiliate, if applicable) and not rescinded.

Printed Name: JENNIFER C PERKINS

Title or Office: TREASURER

Full Legal Name of Entity: COUNTY OF DINWIDDIE VIRGINIA

Signature: _____

Date: 10/7/2025

Fifth Third Bank | Banking Services Resolution September 2024

E. MINUTES: October 21, 2025

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

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

6. REPORTS:

A. VIRGINIA DEPARTMENT OF TRANSPORTATION

Aaron French, Assistant Residency Engineer, provided the following

DINWIDDIE COUNTY
November 18, 2025 – Monthly Report

MAINTENANCE

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

- Removed debris and 58 bags of trash throughout the county.
- Repaired 545 potholes throughout the county.
- Shoulder work on various routes.
- Sight distance mowing and pruning on various secondary routes.
- Machined unpaved roads throughout the county.
- Continued work on Rural Rustic for Route 609 Cherry Hill Road.
- We received 146 new work orders and closed 139 work orders. There are 20 pending work orders older than ninety (90) days.

LAND DEVELOPMENT & PERMITS

**Paul Hinson,
P.E.**

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

- Fort Emory Estates Section 2 Construction Plans – Rt. 741 Fort Emory Road and Rt. 613 Squirrel Level Road – Revised construction plans submitted for review and acceptance on 10-22-25 and comments issued on 10-31-25.
- Dinwiddie Industrial Park, Rt. 142 Simpson Road – Revised site plans for proposed industrial park submitted for review and acceptance on 10-28-25 and is under review.
- Simpson Road Warehouse, Rt. 142 Simpson Road – Site plan for proposed warehouse project submitted for review and acceptance on 9-9-25 and comments issued on 9-22-25.

Plans found acceptable

- MBC Final Node Site, Rt. 761 Airport Road – Amended site plan submitted for review and acceptance on 9-29-25 and found acceptable on 10-3-25.
- Ferndale Road Self-Storage, Rt. 600 Ferndale Road – Revised site plan for proposed storage facility submitted for review and acceptance on 10-22-25 and found acceptable on 10-31-25.
- Dinwiddie Diner and Hotel, Rt. 1 Boydton Plank Road – Revised site plan submitted for review and acceptance on 10-22-25 and found acceptable on 10-31-25.

Other

- None

LUP Permits Issued and Completed

Permit Number	Permittee	Dinwiddie County	Permit Issuance Date	Permit Completion Date
60441	JMG Global LLC	26	10-6-25	
60444	Dominion Energy	26	10-9-25	
60445	Dominion Energy / VA Elec & Power Co	26	10-9-25	
60446	Dominion Energy / VA Elec & Power Co	26	10-9-25	
60449	Todd Williams	26	10-10-25	
60450	Dominion Energy / VA Elec & Power Co	26	10-20-25	
60457	Dominion Energy	26	10-21-25	
60459	Mueller Builders LLC	26	10-28-25	
60460	Level 3 Communications, LLC	26	10-14-25	
60463	Dominion Energy / VA Elec & Power Co	26	10-21-25	
60464	Dominion Energy / VA Elec & Power Co	26	10-16-25	
60465	Prince George Electric Cooperative	26	10-21-25	
60468	Prince George Electric Cooperative	26	10-21-25	
60469	Mid-Atlantic Broadband Communities Corp.	26	10-17-25	
60471	Danile Alvarez	26	10-28-25	
60474	Comcast of Virginia, LLC	26	10-21-25	
60476	Todd Williams	26	10-27-25	
60192	First Management Company, LC	26	4-18-25	10-28-25
60161	Rock River, Inc.	26	3-6-25	10-8-25
CONSTRUCTION				Susan Warr, P.E.
<p><u>UPC 125589 / PM4D-964-F25,P401</u> Contractor: Branscome, Inc. Name: 2025 Plant Mix / Petersburg Residency CM: Charlene Fallen Location: Dinwiddie, Nottoway, Prince George Fixed Completion Date: 11/21/25 Comments: Project was executed on 2/20/25. Pre-construction meeting held 3/20/25. The prime contractor began work in May in Nottoway. The paving crew is still in progress of paving in Prince George. Paving in Dinwiddie has been completed, and locations are awaiting pavement markings and punch list work.</p> <p><u>UPC 124672 / 9999-964-862, N501</u> Contractor: Mullen's Markings, Inc. Name: Road Improvements CM: Blake Smith Location: Dinwiddie, Nottoway, Prince George Fixed Completion Date: 12/05/25</p>				

Comments: Weather and scheduling conflicts impacted planned schedule. Contractor is working on punch list items and some minor remaining contract items. Contract is expected to be completed in November.

TRAFFIC STUDIES/SPECIAL REQUESTS

- Route 644 Depot Road – Citizen requesting a safety study to add double lines on the road.

B. CRATER DISTRICT AREA AGENCY ON AGING

Renata Sharnick, Chief Executive Officer, spoke on behalf of the Crater District Area Agency on Aging, which serves older adults, caregivers, and adults with disabilities across the region with the mission of helping seniors remain healthy, independent, and safe in their homes. She noted that Dinwiddie has more than 7,300 older adults, and the agency served 765 county residents last year. Ms. Sharnick highlighted the growing need for services as the aging population continues to expand and outlined the wide range of programs provided over the past year, including over 3,300 home-delivered meals, community meals, medical and essential transportation, legal support, and care coordination. She also described specialized programs such as insurance counseling, homemaker and nutrition services, diabetes prevention, emergency assistance, and fraud prevention efforts. To meet rising demand, Crater has expanded programs like care coordination, the chore program for home repairs and assistance, and respite and caregiver support. She emphasized that these services help reduce nursing home admissions, emergency room visits, and long-term care costs while improving overall well-being. She noted that although the agency receives federal and state funding, increasing local support from Dinwiddie is critical to serving more seniors and enhancing safety and stability in their homes. She closed by reaffirming Crater's commitment to supporting the county's growing older adult population and thanked the Board for its continued support.

7. **ACTION ITEMS:**

A. CONTRACT EXTENSION, DELINQUENT REAL ESTATE TAX COLLECTION

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



Dinwiddie County Treasurer's Office

14010 Boydton Plank Road

Dinwiddie, Virginia 23841

Phone: 804-469-4500

MEMORANDUM

TO: Board of Supervisors
FROM: Jennifer Perkins, Treasurer
DATE: November 18, 2025
SUBJECT: Contract Extension, Delinquent Real Estate Tax Collection

Background

In February 2025, the Board approved a contract with Taxing Authority Consulting Services, PC (TACS) for the collection of delinquent taxes. Even though the contract included the collection of both personal property and real estate taxes, the Board memo stated we were using them for only personal property taxes. The Treasurer has been pleased with the company's services and would like to extend their services to collection of real estate taxes as well.

Actions

Per Section 2.2-4344 of the VPPA, the purchase of legal services is exempt from competition. No amendment to the existing contract is needed.

Recommendation

We recommend approval of the following resolution.

BE IT RESOLVED, that the Board of Supervisors of Dinwiddie County, Virginia does hereby extend the use of Taxing Authority Consulting Services, PC (TACS) contract to include the collection of delinquent real estate taxes.

BE IT FURTHER RESOLVED, that the County Administrator and Treasurer are authorized to take any and all actions in furtherance of the foregoing.

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

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

B. RESOLUTION APPROVING AMERICAN MEDICAL RESPONSE (AMR) AND HOSPITAL TO HOME (H2H) TO OPERATE PRIVATE EMERGENCY MEDICAL SERVICES WITHIN THE COUNTY OF DINWIDDIE

David Kissner, Chief, Fire & EMS, presented the following for Board approval.



Dinwiddie County Fire & EMS

13850 Courthouse Road
Dinwiddie, Virginia 23841
Phone: 804-469-5388

MEMORANDUM

TO: Board of Supervisors
FROM: David Y. Kissner II (Chief of Fire and EMS)
DATE: November 18, 2025
SUBJECT: Resolution approving American Medical Response (AMR) and Hospital to Home (H2H) to operate private emergency medical services within the County of Dinwiddie.

Background

American Medical Response Mid Atlantic, Inc. (AMR) and Hospital to Home (H2H), which are separate private emergency medical services companies, are proposing to provide inter-facilities or facility to home medical transportation services within the County of Dinwiddie. AMR is currently leasing an office at the Dinwiddie County Airport, providing a base for staff to obtain equipment and rest between transports. Pursuant to Virginia Administrative Code section 12 VAC 5-31-420 the county is required to adopt a resolution to approve the operation of AMR and H2H as a private emergency medical services company in the county. These agencies will **not** provide E-911 services within Dinwiddie County, unless specifically requested for large Mass Casualty Incident (MCI) type event.

Recommendation

We recommend approval of the attached resolutions.

BE IT RESOLVED, that the Board of Supervisors of Dinwiddie County, Virginia does approve of the resolutions regarding AMR and H2H as presented.



Dinwiddie County Fire & EMS

13850 Courthouse Road
Dinwiddie, Virginia 23841
Phone: 804-469-5388

A RESOLUTION APPROVING THE OPERATION OF A MEDICAL TRANSPORT SERVICE IN THE COUNTY OF DINWIDDIE BY HOSPITAL TO HOME, LLC, DOING BUSINESS AS H2H

WHEREAS, Hospital to Home, LLC dba H2H Emergency Services ("H2H") is a private emergency medical services company which proposes to provide inter-facilities or facility-to-home medical transportation services within the County of Dinwiddie (the "County"); and

WHEREAS, H2H has assured the County that it will not respond to 911 emergency calls unless requested by the County's Fire and EMS Division to do so; and

WHEREAS, the Board of Supervisors of Dinwiddie County, Virginia (the "Board") pursuant to Virginia Administrative Code Section 12 VAC 5-31-420 is desirous to adopt a resolution to approve the operation of H2H as a private emergency services company in the County;

BE RESOLVED BY THE BOARD:

Section 1. That H2H is hereby approved to operate medical transport within the geographical area of the County.

Section 2. That unless requested by the County through its Division of Fire & EMS, H2H is not authorized to respond to calls for emergency 9-1-1 services from the general public. No such authorization shall have a duration of longer than 30 days without a formal vote of approval by the Board.

Section 3. Nothing in this resolution will be deemed to recognize H2H as an integral part of the County's official safety program or designated emergency services.

Section 4. H2H will not be considered to be a mutual aid partner of the County, unless otherwise agreed to by the Board.

Section 5. This Resolution shall be in effect immediately upon its approval.



Dinwiddie County Fire & EMS

13850 Courthouse Road
Dinwiddie, Virginia 23841
Phone: 804-469-5388

A RESOLUTION APPROVING THE OPERATION OF A MEDICAL TRANSPORT
SERVICE IN THE COUNTY OF DINWIDDIE BY AMERICAN MEDICAL RESPONSE
MID-ATLANTIC, INC.

WHEREAS, American Medical Response Mid-Atlantic, Inc. ("AMR") is a private emergency medical services company which proposes to provide inter-facilities or facility-to-home medical transportation services within the County of Dinwiddie (the "County"); and

WHEREAS, AMR has assured the County that it will not respond to 911 emergency calls unless requested by the County's Fire and EMS Division to do so; and

WHEREAS, the Board of Supervisors of Dinwiddie County, Virginia (the "Board") pursuant to Virginia Administrative Code Section 12 VAC 5-31-420 is desirous to adopt a resolution to approve the operation of AMR as a private emergency services company in the County;

BE RESOLVED BY THE BOARD:

Section 1. That AMR is hereby approved to operate medical transport within the geographical area of the County.

Section 2. That unless requested by the County through its Division of Fire & EMS, AMR is not authorized to respond to calls for emergency 9-1-1 services from the general public. No such authorization shall have a duration of longer than 30 days without a formal vote of approval by the Board.

Section 3. Nothing in this resolution will be deemed to recognize AMR as an integral part of the County's official safety program or designated emergency services.

Section 4. AMR will not be considered to be a mutual aid partner of the County, unless otherwise agreed to by the Board.

Section 5. This Resolution shall be in effect immediately upon its approval.

Upon motion of Mr. Dooley, seconded by Mr. Chavis, the resolutions were approved as presented.

AYES: Mr. Dooley, Dr. Moore, Mr. Chavis, Mrs. Ebron-Bonner

NAYS: None

ABSENT: Mr. Lee

C. REVISIONS TO PURCHASING CHARGE CARD PROGRAM POLICIES AND PROCEDURES

Anne Howerton, Deputy County Administrator, presented the following.



Dinwiddie County Finance

14010 Boydton Plank Road

Dinwiddie, Virginia 23841

Phone: 804-469-4500

MEMORANDUM

TO: Board of Supervisors
FROM: Anne Howerton, Deputy County Administrator
DATE: November 18, 2025
SUBJECT: Revisions to Dinwiddie Co. Purchasing Charge Card Program

Background

The County regularly reviews its policies for needed updates. Attached is the County's proposed Purchasing Charge Card Program Policies and Procedures which sets forth the guidelines for staff that use County credit cards. The major changes between this updated policy and the current policy are listed below.

- Removal of references to the previous Works system.
- Updating the procedures for processing PCard transactions in the new MUNIS ERP system.

Actions

The Board of Supervisors last adopted revisions to the Dinwiddie County Purchasing Policies and Procedures on September 19, 2019.

Recommendation

We recommend approval of the following resolution.

BE IT RESOLVED, that the Board of Supervisors of Dinwiddie County, Virginia does hereby approve the Dinwiddie County Purchasing Charge Card Program Policies and Procedures as presented.



DINWIDDIE COUNTY FINANCE POLICIES AND PROCEDURES

PURCHASING CHARGE CARD PROGRAM

Revised & Adopted February 18, 2014; October 2, 2014, February 27, 2015, September 19, 2017, November 18, 2025

POLICY

Dinwiddie County departments and offices will participate in the purchasing charge card program for the purpose of enabling departments and offices to streamline the procurement and payment of small dollar goods and services. The use of the purchasing charge card should be viewed as an efficient means of payment, rather than a substitute for proper procurement procedures as outlined in the current Dinwiddie County Purchasing Policies and Procedures document.

DEFINITIONS

- A. Purchasing Charge Card (PCard):** A credit card issued by a financial institution for the authorized purchase of appropriate expenditures.
- B. Financial Institution:** The purchasing charge card service provider, who is currently Bank of America VISA.
- C. PCard Program Administrator:** The Deputy County Administrator – Finance or designee will be responsible for the administration and training of the County’s purchasing charge card program.
- D. Accountholder:** Each County department/office will be issued a PCard(s) in the name of that department. Accountholder is the name on the credit card.
- E. User:** Employee(s) within the department/office designated by the Department Head or Constitutional Officer to make purchases following the card terms and conditions as outlined in this policy.
- F. Reconciler:** The individual within each County department/office who will be responsible for tracking and reconciling authorized card purchases and receipts to the billing statement issued by the financial institution.
- G. Approver:** The individual within each County department/office who has the authority to approve expenditures for that department/office – generally the Department Head or Constitutional Officer.
- H. PCard Accountant:** The individual within the Accounting Department who is responsible for uploading all bank transactions into the County’s ERP system, reviewing all PCard transactions and documentation, and preparing the invoice for payment.

PROCEDURES

A. Issuance of PCards

1. At the commencement of the PCard program, each County department/office will be issued at least one card with a spending limit set by the PCard Program Administrator.
2. Additional cards may be requested by the department/office Approver if a business need can be documented.

3. In unusual cases for a specific purchase, a temporary increase to the spending limit may be requested by the Approver to the Program Administrator.
4. Each department/office must establish their own internal controls and separation of duties in relation to PCard safeguarding, usage, reconciling, and approving. The same employee shall not perform all of the listed tasks below.

B. PCard Use

1. The PCard Approver in each department/office shall be responsible for pre-authorizing card purchases and complying with the current Dinwiddie County Purchasing Policies and Procedures.
2. The County encourages payment of invoices with a PCard as long as it is within the cards spending limit and there are no fees to do so.
3. Dinwiddie County is exempt from sales tax for goods purchased in or delivered to Virginia. Retail sales of meals, charges for lodging and purchases of goods in other states remain subject to sales tax. The PCard User is responsible for ensuring that sales tax is not charged on exempt purchases. Should taxes be added to an exempt purchase, the PCard User who made the purchase is responsible for seeing that taxes are removed or credited to the PCard. Failure to remove taxes could result in the PCard User personally paying for taxes on that purchase.
4. Any authorized online purchases shall be made from an account that is set up with tax exempt status. The Procurement Office is the only department allowed to setup online accounts on behalf of the County. An employee's email may not be used to setup an online account. Contact the Purchasing Office to request account setup or to obtain existing account information. Any existing accounts that are in violation of this section, must be immediately cancelled and/or discontinued use.
5. PCards shall only be used for authorized County business purposes and shall not be used for cash advances, gift cards, entertainment or other personal purposes.
6. PCards may be used for approved travel and training-related expenditures. The user should follow the County's Travel/Training Policy, completing a Travel/Training Authorization Request Form as appropriate. **Every individual travel related charge must include a completed Travel Authorization Form as part of the backup documentation.**
7. PCards shall not be used to purchase goods/services that are funded by federal or state grants, unless the PCard rebate is calculated and subtracted from the original reimbursable invoice amount. Departments should see the Procurement Office for other means of payment of grant purchases.
8. Original, itemized receipts must be obtained at time of purchase and forwarded to the PCard Reconciler to verify the purchase.
9. If a receipt is lost, the User must obtain another receipt from the vendor or submit a signed missing credit card receipt form.
10. PCards issued to a County department/office are not to be shared with other departments/offices.
11. The PCard Approver shall be responsible for the safekeeping of the department/office's card(s). Lost or stolen cards must be reported **immediately** to Program Administrator so that the old card may be cancelled and a new card issued. Damaged cards should be reported to Program Administrator to order a replacement card.

C. Monthly PCard Reconciliation and Payment Cycle

1. PCard Accountant is responsible for uploading transactions, monitoring card reconciliations and approvals, and preparing the PCard Statements for payment in accordance with the Prompt Payment Act.
2. PCard transactions are uploaded into the County's ERP system for reconciliation and payment. The PCard Reconciler and Approver in each department/office will be trained by the Program Administrator on the appropriate use of this system.
3. PCard reconciliation is the process of verifying the accuracy of all posted card transactions, both charges and credits, and coding the transactions for payment.
4. PCard Reconciler shall upload receipts and process transactions on a weekly basis. Each transaction shall include an itemized receipt, brief description, invoice number and account code(s).
5. In order to meet the payment deadlines, PCard reconciliation should be a continuous process throughout the month. The PCard Reconciler shall notify their department/office's Approver in a timely manner when there are transactions to approve.
6. The PCard billing cycle runs monthly, with all reconciliation and approvals due no later than the 10th of the following month.
7. All PCard Statements must be paid in full each month to avoid interest charges, even if there are fraudulent charges that have not yet been resolved.
8. PCard Reconciler should attempt to resolve transaction disputes directly with the vendor. If unable to resolve the dispute within a reasonable time period, contact the Program Administrator for assistance. Any suspected fraud charges shall be reported to the Program Administrator immediately.

D. Violation of these rules, repetitive lost receipts, or repetitive taxes added to exempt purchases may result in revocation of the department card(s), revocation of a User's card privileges and/or disciplinary action.

Distribution of PCard Policy to County Employees; Employee Acknowledgement

A copy of the PCard Policy shall be distributed to each County employee. Each County employee shall acknowledge receipt of the Policy.

Upon motion of Dr. Moore, seconded by Mrs. Ebron-Bonner, the revisions were approved as presented.

AYES: Mr. Dooley, Dr. Moore, Mr. Chavis, Mrs. Ebron-Bonner

NAYS: None

ABSENT: Mr. Lee

D. REVISIONS TO TRAVEL/TRAINING POLICIES AND PROCEDURES

Anne Howerton, Deputy County Administrator, presented the following



Dinwiddie County Finance

14010 Boydton Plank Road

Dinwiddie, Virginia 23841

Phone: 804-469-4500

MEMORANDUM

TO: Board of Supervisors
FROM: Anne Howerton, Deputy County Administrator
DATE: November 18, 2025
SUBJECT: Revisions to Dinwiddie Co. Purchasing Charge Card Program

Background

The County regularly reviews its policies for needed updates. Attached is the County's proposed Purchasing Charge Card Program Policies and Procedures which sets forth the guidelines for staff that use County credit cards. The major changes between this updated policy and the current policy are listed below.

- Removal of references to the previous Works system.
- Updating the procedures for processing PCard transactions in the new MUNIS ERP system.

Actions

The Board of Supervisors last adopted revisions to the Dinwiddie County Purchasing Policies and Procedures on September 19, 2019.

Recommendation

We recommend approval of the following resolution.

BE IT RESOLVED, that the Board of Supervisors of Dinwiddie County, Virginia does hereby approve the Dinwiddie County Purchasing Charge Card Program Policies and Procedures as presented.



DINWIDDIE COUNTY FINANCE POLICIES AND PROCEDURES

TRAVEL/TRAINING

Revised & Adopted November 18, 2019; November 18, 2025

POLICY

Dinwiddie County employees are expected to provide excellent service to the County by being knowledgeable in their positions, maintaining required certifications, and by keeping up with current developments in their field. This policy defines the travel/training expectations for County employees and any other persons authorized to travel on behalf of Dinwiddie County. Departments may establish additional internal policies for travel for their employees as long as they are within the parameters established by this policy. First priority shall be given to training requests for Continuing Education and certification requirements. Compliance with this policy is necessary to ensure that expenditures of public funds are appropriate and documented to meet auditing requirements and maintain public trust.

The County will pay for reasonable and necessary actual costs of registration, meals, lodging and transportation-related expenses for employees approved to travel. Employees shall ensure official travel is conducted in a responsible and cost effect manner.

DEFINITIONS

"Away From Home" Travel: The IRS states that "away from home" means any trip that requires an employee to travel overnight, or long enough to require substantial "sleep or rest." Working overtime or at a great distance from the employee's normal work station does not create excludable reimbursements for travel expenses if the employee returns home without spending the night or stopping for substantial "sleep or rest." (IRC 162(a)(2) Rev. Rul. 75-170 Rev. Rul. 75-432)

Meal and Lodging Per Diems: Refer to the latest GSA Per Diem rates at the following link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

PROCEDURES

1. Prior to Travel

Employees must complete Part 1 of the Travel/Training Authorization Request Form with estimated costs for the proposed travel.

- A. Employees must obtain Deputy/Department Manager approval **prior** to the travel.
- B. Travel/Training Authorization Request Form is returned to employee upon appropriate approvals.
- C. ***Out-of-state and international travel can only be approved by the County Administrator, no exceptions.***
- D. Employees are responsible for registering for the class and for making lodging and transportation reservations. Payment should be made by department purchasing card whenever possible. Otherwise, the department shall complete a Request for Check for a check to be mailed.

- E. Regardless of the method of payment for lodging and registration, a copy of the approved Travel/Training Authorization Request Form must accompany the purchasing card receipt, Request for Check or invoice at the time of payment. The employee should keep the original approved Request Form & send copies as needed with the various receipts that are related to the approved travel as those items are paid.
- F. If at any time an employee is unable to attend a scheduled training, they must notify their supervisor immediately and cancel all reservations no later than 24 hours before arrival time. Should any charges be incurred for non- attendance, the employee is responsible for reimbursing the County for those charges.

2. Transportation

- A. Employees shall use the most cost effective means of transportation.
- B. Employees shall use a County vehicle when practical and available.
 - i. To reserve a County vehicle, contact the Procurement Officer not less than two weeks before the travel date. Availability is not guaranteed.
 - ii. Employees must use the County Fuel Card Program for fuel purchases in County vehicles during travel. Fuel card / PIN information will be provided as necessary. If a County Fuel Card Program fuel location is not available in the travel location, the department purchasing card should be used to purchase fuel.
 - iii. If a County vehicle is not available, an employee may use a personal vehicle and be reimbursed for work-related mileage at the current IRS mileage rate. At no time will fuel expenses for a personal vehicle be reimbursed. Employees who have not been authorized to drive a County vehicle shall drive their own vehicle.
 - iv. Mileage should be authenticated with a MapQuest or similar software mileage printout, and mileage calculation should start from office address unless your home address is closer to your destination.
 - v. Mileage reimbursement will only be provided if traveling outside of Dinwiddie County.
- C. When practical, employee carpooling is encouraged.
- D. Expenses for tolls and parking are reimbursable when necessary for work-related travel. The County has E-Z Passes available when needed. Otherwise, employees are responsible for obtaining a receipt for these expenses unless the employee certifies, by signature on a Missing Receipt Form, that receipts were unavailable, such as unmanned toll booths, honor box parking, etc.
- E. Airline and rail transportation expenses must not exceed rates for coach class accommodations.

3. Lodging and Meals

- A. The County will pay for overnight accommodations only when the employee is traveling 25 miles or more from County offices or your home address whichever is closer to your destination.
- B. The per diem expenditure shall be determined in accordance with the GSA Regulations. The per diem should be regarded as a maximum amount that can be spent on each meal individually and each night of lodging. In special circumstances the lodging rate may exceed up to 50% of the GSA Lodging rate.

- C. Employees shall use the County purchasing card when possible for all lodging and meals.
- D. If meals are included in the conference cost, there shall be no additional reimbursement/payment for those respective meals.
- E. If a meal receipt includes meals for more than one employee, each employee's name must be indicated on that receipt.
- F. Meals are only reimbursable/payable for the following reasons:
 - i. "Away from Home" travel
 - ii. The employee is on call for emergencies during the lunch period (i.e. Sheriff's Deputies on security duty for a Judge or on an extradition).

4. Disallowed Expenses

- A. Under no circumstances will employees be reimbursed for the purchase of alcoholic beverages.
- B. Any meals, transportation, or other charges for non-employees (children, spouses, companions, vendors, or other attendees).
- C. Entertainment expenses or social events hosted by the conference/training.

5. Reimbursements (After Travel)

- A. The employee has seven (7) days from return of travel to complete Part 2 of the Travel/Training Authorization Request Form, listing all actual expenses regardless of payment type. Backup documentation must be included with the form.
- B. If an individual meal cost exceeds the meal allowance, the employee shall reimburse the County for the difference within fifteen (15) days.
- C. If the County owes an employee for any expenses, the Accounting department will issue a Request for Check upon approval of the Part 2 Form and verification of all PCard transactions.

6. Calculating Working Hours while Traveling

- A. For non-local travel, hours worked are calculated by using the typical start and finish times of a regular work day, unless attendance at evening sessions is required and the conference itself is required to maintain or obtain certifications required for the job.
- B. Hours spent traveling to a destination and outside your regularly scheduled shift shall be compensated in accordance with the Fair Labor Standards Act.

Distribution of Travel Policy to County Employees; Employee Acknowledgement

A copy of the Travel/Training Policy shall be distributed to each County employee. Each County employee shall acknowledge receipt of the Policy.

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

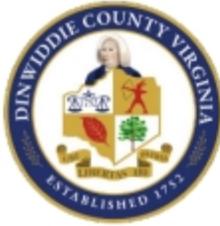
AYES: Mr. Dooley, Dr. Moore, Mr. Chavis, Mrs. Ebron-Bonner

NAYS: None

ABSENT: Mr. Lee

E. AUTHORIZATION FOR COUNTY ATTORNEY TO APPROVE OPIOID SETTLEMENT WITH THE SACKLER FAMILY

Tyler Southall, County Attorney, presented the following



Dinwiddie County Attorney's Office

14010 Boydton Plank Road

Dinwiddie, Virginia 23841

Phone: 804-469-4500

MEMORANDUM

TO: Board of Supervisors
W. Kevin Massengill, County Administrator
Anne Howerton, Deputy County Administrator, Finance
Tammie J. Collins, Deputy County Administrator, Operations
Marie Grant, Director of Intergovernmental Relations

FROM: Tyler Southall, County Attorney

DATE: November 18, 2025

SUBJECT: Authorization for County Attorney to Approve Opioid Settlement with the Sackler Family

Background

Several years ago, Dinwiddie filed suit against retailers, distributors, and pharmaceutical benefits managers, alleging that these entities caused Dinwiddie harm by causing or furthering the opioid epidemic.

There have been a number of settlements to date, including Kroger, Janssen, Walmart, Walgreens, CVS, Teva, Allergan, and distributors. At the August Regular Meeting, the Board voted to approve Purdue Pharma's bankruptcy plan and to accept a settlement with the Sackler family. It was stated that Dinwiddie's direct share of the settlement after attorney's fees may be up to about \$77,812, although the money will be received over a fifteen year time frame and the final amount may be less. The settlement will make additional money available through the Virginia Opioid Abatement Authority. Because the County participates in the Virginia Opioid Abatement Authority's gold standard program, the funds received from the settlements will need to be used for opioid mitigation.

The resolution approved in August authorized outside counsel to approve the Purdue Pharma bankruptcy plan and accept a settlement with the Sackler family. There have been objections to outside counsel approving the settlement, and it has been asked that the County Attorney approve the settlement, which will require another approval. This approval would direct the County Attorney to execute the documents necessary to effectuate the County's participation in the Sackler family settlement, including the required release of claims against the Sackler family.

Staff Recommendation

Outside counsel has advised that the Board approve of this settlement. The County Attorney's Office concurs.

Board of Supervisors Action

RESOLUTION

**A RESOLUTION OF THE DINWIDDIE COUNTY BOARD OF SUPERVISORS
DIRECTING THE COUNTY ATTORNEY TO EXECUTE THE DOCUMENTS
NECESSARY TO EFFECTUATE THE COUNTY'S PARTICIPATION IN THE
SACKLER FAMILY SETTLEMENT AND REQUIRED RELEASE OF CLAIMS**

WHEREAS, the opioid epidemic that has cost thousands of human lives across the country also impacts Dinwiddie County by adversely impacting the delivery of emergency medical, law enforcement, criminal justice, mental health and substance abuse services, and other services by Dinwiddie County's various departments and agencies; and

WHEREAS, Dinwiddie County has been required and will continue to be required to allocate substantial taxpayer dollars, resources, staff energy and time to address the damage the opioid epidemic has caused and continues to cause the citizens of Dinwiddie County; and

WHEREAS, a settlement proposal has been negotiated that will cause the Sackler family, the owners of the Purdue Pharma family of companies, to pay an aggregate of \$6.5 billion dollars nationwide to resolve opioid-related claims against them and resolve Purdue Pharma's bankruptcy; and

WHEREAS, Dinwiddie County has filed suit against Purdue Pharma and the Sackler family for their role in the distribution, manufacture, and sale of the pharmaceutical opioid products that have fueled the opioid epidemic that has harmed Dinwiddie County; and

WHEREAS, the County's suit seeks recovery of the public funds previously expended and to be expended in the future to abate the consequences and harms of the opioid epidemic; and

WHEREAS, the County has approved and adopted the Virginia Opioid Abatement Fund and Settlement Allocation Memorandum of Understanding (the "Virginia MOU"), and affirms that this pending settlement with the Sackler family shall be considered a "Settlement" that is subject to the Virginia MOU, and shall be administered and allocated in the same manner as the opioid settlements entered into previously with the Distributors, Janssen, Teva, Allergan, Walmart, CVS, Walgreens, and Kroger; and

WHEREAS, the County's outside counsel reviewed the available information about the proposed settlement with the Sackler family and the Purdue Pharma bankruptcy plan and recommended that the County accept the bankruptcy plan and participate in the settlement, in order to recover its share of the funds that the settlement would provide;

WHEREAS, on August 19, 2025, the County approved the proposed settlement with the Sackler family and the Purdue Pharma bankruptcy plan and authorized the County's outside counsel to accept the bankruptcy plan, and participate in the settlement in order to recover its share of the funds that the settlement would provide;

WHEREAS, on September 30, 2025, on behalf of Dinwiddie County, the County's outside counsel accepted the Purdue Pharma bankruptcy plan by casting the County's vote on the Master Ballot accepting the bankruptcy plan per the County's Resolution dated August 19, 2025;

NOW THEREFORE BE IT RESOLVED that the Dinwiddie County Board of Supervisors, 18th day November, 2025, directs the County Attorney to execute the documents necessary to effectuate the County's participation in the Sackler family settlement, including the required release of claims against the Sackler family.

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

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

8. CITIZEN COMMENTS

Bobbi Rodriguez, with Ampliform thanked the Board for the opportunities to speak at recent town halls and reintroduced herself while noting that her team is thoroughly preparing for the December meeting. She explained that they will bring subject-matter experts to demonstrate their research and reinforce their commitment to creating the best solar project possible—one that is designed so the community cannot see or hear it. She announced a second community meeting on December 3 at the Rocky Run Ruritan Club from 5:30–7:00 p.m., open to all residents to review materials and ask questions. Ms. Rodriguez emphasized the company's accessibility and willingness to meet one-on-one with Board members to hear concerns, excluding Thanksgiving week. She thanked Supervisor Dan Lee for his responsiveness and expressed appreciation for the Board's visible commitment to the county, saying it has been inspiring.

9. COUNTY ADMINISTRATOR COMMENTS

Kevin Massengill, County Administrator, provided several updates to the Board, beginning with the annual local agreement between the Virginia Department of Health and the County, noting that the FY26 agreement reflects the budgeted amount of \$325,649 and is consistent with prior years, though approximately \$140,000 from the previous year was returned due largely to staffing vacancies, particularly in environmental health. He explained that he executed the agreement to meet timing needs and requested the Board's ratification, which will be placed on the December agenda for formal approval. He also highlighted adoption of the Crater Regional Health Improvement Plan and discussed ongoing challenges related to limited healthcare access,

environmental health staffing shortages, and preventive care in rural areas. Mr. Massengill shared positive updates on faith-based initiatives, recent community events, economic development milestones such as the Dominion high-voltage testing lab ribbon cutting, visits to Brightpoint Community College, and Veterans Day recognitions. He also noted Government Day activities with local students, distribution of the county newsletter, upcoming Hometown Heroes nominations, and progress on Dominion Energy's review of concerns related to the Dinwiddie Sports Complex. He concluded by previewing several evening recognitions and community celebrations, emphasizing collaboration, civic engagement, and pride in the county's progress.

10. BOARD MEMBER COMMENTS

Mr. Dooley extended Thanksgiving greetings to everyone and expressed his hope that they enjoy the holiday season safely with their families. He encouraged people to be mindful of those who may be alone during the holidays and emphasized the importance of compassion and community by reminding everyone to love their neighbor.

Dr. Moore reflected on several recent activities and expressed gratitude for the impact they have had on the community. He highlighted the ribbon cutting at the Dominion Energy Locks Yard and emphasized the critical importance of reliable electric service, noting Dominion Energy's role in supporting daily life, the economy, and long-term investment in Dinwiddie County. While acknowledging differing opinions about the company, he shared his appreciation for Dominion's commitment and positive contributions to the region. He also reported on the Board's attendance at the recent VACo conference, describing it as a valuable learning experience and noting discussions about upcoming changes in the Governor's office. Dr. Moore thanked Kim Taylor for her service as General Assembly member and shared optimism about working with her successor, Kim Pope Adams. Additionally, he spoke about the One Community worship service held at West End Baptist Church, celebrating the collection of over \$1,000 for the Dinwiddie Food Bank and encouraging broader participation in future services. He noted Dinwiddie's recent football victory and announced a schedule change for the upcoming home playoff game. Dr. Moore concluded by reminding everyone of the importance of faith, gratitude, and compassion during the Thanksgiving season, encouraging residents to give thanks, pray for, and check on their neighbors, especially those less fortunate.

Mrs. Ebron-Bonner shared reflections on several community and policy matters, beginning with her attendance at the faith-based event at West End, which she described as well attended and meaningful, particularly in highlighting food insecurity and the work of food banks. She emphasized that many residents are in need but may be reluctant to seek help due to pride or narrowly missing eligibility thresholds, especially in light of recent financial hardships such as missed federal paychecks, childcare challenges, and transportation costs. She expressed gratitude that affected workers are now back on the job and better positioned to recover. Mrs. Ebron-Bonner also discussed her work on the VACo Health and Human Services Committee, including a visit to the Homestead and efforts to address the needs of the aging population. She noted the formation of a new statewide commission focused on oversight of senior and rehabilitation facilities to ensure proper care and accountability. Looking ahead, she acknowledged the incoming administration in January and stressed the importance of working together, regardless of leadership changes, to serve all citizens. She concluded with a message of unity, service, and gratitude, encouraging compassion during the Thanksgiving season and reminding everyone of the opportunity to help others and give thanks.

11. CLOSED SESSION:

At 4:03 PM, upon motion of Mr. Chavis, seconded by Mr. Dooley, the Board convened into a closed meeting under:

§2.2-3711 (A) (1) Personnel:

County Attorney Evaluation

Appointments:

- Crater Planning District Commission
- Dinwiddie County Planning Commission
- Virginia's Gateway Region

§2.2-3711 (A) (5) Business And Industry Development:

Discussion Concerning Prospective Business Or Industry Or The Expansion Of Existing Business Or Industry Where No Previous Announcements Have Been Made:

- Economic Development Prospects Update

§2.2-3711(A)(3). Discussion Or Consideration Of The Acquisition Of Real Property For A Public Purpose, Or Of The Disposition Of Publicly Held Real Property, Where Discussion In An Open Meeting Would Adversely Affect The Bargaining Position Or Negotiating Strategy Of The Public Body.

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

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

At 7:00 PM, upon motion of Dr. Moore, seconded by Mr. Dooley, the Board convened into an open meeting.

Upon motion of Mr. Chavis, seconded by Mr. Dooley,

Whereas, this Board convened in a closed meeting under

§2.2-3711 (A) (1) Personnel:

County Attorney Evaluation

Appointments:

- Crater Planning District Commission
- Dinwiddie County Planning Commission
- Virginia's Gateway Region

§2.2-3711 (A) (5) Business And Industry Development:

Discussion Concerning Prospective Business Or Industry Or The Expansion Of Existing Business Or Industry Where No Previous Announcements Have Been Made:

- Economic Development Prospects Update

§2.2-3711(A)(3). Discussion Or Consideration Of The Acquisition Of Real Property For A Public Purpose, Or Of The Disposition Of Publicly Held Real Property, Where Discussion In An Open Meeting Would Adversely Affect The Bargaining Position Or Negotiating Strategy Of The Public Body.

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

And whereas, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or of the matters identified in the motion discussed.

Now be it certified, that only those matters as were identified in the motion were heard, discussed, or considered in the closed meeting.

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

12. SPECIAL RECOGNITIONS

A. VIRGINIA ASSOCIATION OF COUNTIES (VACO) ACHIEVEMENT AWARD

Dinwiddie County was formally recognized by the Virginia Association of Counties (VACo) with the Best Small County Achievement Award for its innovative Middle School Mock Trial Program. During the presentation, County Administrator Kevin Massengill and VACo Executive Director Dean Lynch highlighted the program's collaborative effort between the County, the school system, and the local judicial community, which provides students with a hands-on learning experience in the legal process. VACo noted that the Achievement Awards program honors counties that demonstrate innovation, intergovernmental cooperation, and models that can be replicated statewide. Selected from a record 155 submissions, Dinwiddie County's mock trial initiative was praised as a unique and exemplary program unlike any other in Virginia. This marked the County's 10th Achievement Award overall and its third Best Small County award within the past five years, underscoring Dinwiddie County's continued leadership and commitment to innovative public service and education.

B. DIXIE YOUTH BASEBALL AMERICANS AND NATIONALS RECOGNITION

The Board recognized the Dinwiddie Dixie Baseball American and National teams for their outstanding achievements and for representing the community with pride at the state and national levels. Kevin Massengill, highlighted the strength and future of Dinwiddie's baseball program, emphasizing that these young athletes are the foundation of continued success. Special recognition was given to the Dinwiddie Americans and Nationals, with acknowledgment that players marked with a gold star on their certificates participated in the Dixie Youth World Series in 2024 and 2025. The presentation underscored the dedication, perseverance, and teamwork demonstrated by the players, as well as the pride their accomplishments bring to Dinwiddie County, celebrating not only their wins on the field but also the character and resilience developed through the sport.

C. DINWIDDIE COUNTY LIFETIME ACHIEVEMENT AWARD

Mr. Massengill described the Dinwiddie County Lifetime Achievement Award as one of the highest honors the County can bestow, noting that it represents the culmination of a lifetime of service and positive influence. He explained that, following the inaugural presentation of the award earlier in the year, the County chose to continue the tradition by recognizing Reverend Dr. Herbert Anderson. Speaking both personally and professionally, Mr. Massengill reflected on Reverend Anderson's long-standing impact on the community and on his own life, emphasizing the Reverend's quiet leadership, humility, and ability to profoundly influence others through his words and actions. He highlighted Reverend Anderson's role in the County's faith-based initiatives and community Bible study, noting that his presence brings meaningful connection and inspiration to those around him. Mr. Massengill concluded by stating that few individuals are more deserving of this honor and expressed the County's privilege in recognizing Reverend Anderson for a lifetime of continued service, guidance, and positive influence.



Reverend Dr. Herbert W. Anderson

Reverend Dr. Herbert Anderson was born on October 24, 1929, in Petersburg, Virginia. A proud 1948 graduate of Peabody High School, he went on to earn a Bachelor's Degree in Religious Education and later received an Honorary Doctor of Divinity from Virginia Seminary and College in Lynchburg.

A patriot as well as a pastor, Reverend Anderson served his country for four years in the United States Army during the Korean War. Following his military service, he enjoyed a successful career in the private sector, working nine years with Titmus Optical Company and twenty-seven years with Allied Chemical Fibers Division (now Honeywell).

A devoted servant of God, Reverend Anderson is a lifelong member of Rocky Branch Baptist Church in Sutherland, Virginia. He faithfully served as pastor of The Center Star Baptist Church before being called to The Historic Sharon Baptist Church in Dinwiddie County, where he ministered for 31 years before retiring.

Beyond the pulpit, Reverend Anderson has been deeply engaged in service to his community. He is a past chairman of the Board of Trustees for the Children's Home of Virginia Baptists, Inc., past director of the Dinwiddie County Food Bank, past president of the United Churches of Dinwiddie, and past president of the Dinwiddie County Clergy Association. His affiliations also include the Petersburg Chapter of the Virginia University of Lynchburg Alumni Association, the Baptist Ministers Conference of Petersburg, the NAACP, and the Southern Christian Leadership Council.

Residing in Sutherland, Virginia, Reverend Anderson has been blessed with 71 years of marriage to his beloved wife, Mrs. Obena Wyatt Anderson. Together, they have raised three daughters (one deceased), one foster daughter, six grandchildren, and six great-grandchildren.

When asked to share what guides his life, Reverend Anderson proclaims without hesitation: "I love the Lord and will not apologize for it!"

For his lifelong dedication to faith, education, and community service, and for the profound impact he has made on generations of Dinwiddie County residents, we are proud to honor Reverend Dr. Herbert Anderson with the Dinwiddie County Lifetime Achievement Award.

D. PROCLAMATION: PURPLE HEART COUNTY

Kevin Massengill, County Administrator, explained that Dinwiddie County was contacted by the Military Order of the Purple Heart, Richmond Chapter 1965, with a request to designate the County as a Purple Heart County. He noted that the County prepared the proclamation in recognition of Dinwiddie's strong military presence, with approximately 8–10 percent of its population connected to the U.S. military, and in honor of the 60 Dinwiddie County residents whose names appear on the Virginia War Memorial for those killed in defense of freedom. He referenced the Commonwealth's 2016 designation of Virginia as a Purple Heart State and explained that this local proclamation follows that example to formally recognize Dinwiddie as a Purple Heart community. Mr. Massengill emphasized that the designation is honorary and carries no legal effect, but serves as a visible symbol of respect and gratitude. He also noted that Purple Heart County signs have been installed at several prominent County facilities to honor veterans wounded in combat and to memorialize those who never returned home, stating that it was both a privilege and an honor for the County to present the proclamation.

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

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

13. PUBLIC HEARING

A. PROPOSED AMENDMENT TO CHAPTER 10- FIRE PREVENTION AND PROTECTION, ARTICLE III. FIRE PREVENTION CODE

Tyler Southall, County Attorney, presented the following.



Dinwiddie County Attorney's Office

14010 Boydton Plank Road
Dinwiddie, VA 23841
Phone: (804) 469-4500
Fax: (804) 469-4503

To: Board of Supervisors of Dinwiddie County, Virginia

CC: W. Kevin Massengill, County Administrator
David Kissner, Chief, Dinwiddie Fire and EMS
Donald "Ray" Blake, Fire Marshal
James Brett Jennings, Deputy Fire Marshal
Donald Adams, Sheriff
William Knott, Major
Steve Kennedy, Captain

From: Tyler Southall, County Attorney

Date: November 18, 2025

Subject: Proposed Amendment to Chapter 10 – Fire Prevention and Protection,
Article III. Fire Prevention Code

Background:

James Brett Jennings was appointed as Deputy Fire Marshal at the September 16, 2025 Board of Supervisors meeting. After discussing with Deputy Chief Blake and Captain Jennings, changes to Article III of Chapter 10 of the County Code were brought to the Board of Supervisors in October. Chapter 10 deals with Fire Prevention and Protection and Article III deals with the Fire Prevention Code. These proposed changes are to some degree based on the Hanover County Code. The Board directed staff to move forward to a public hearing and action on the changes at the November 18 meeting.

The main purpose of these changes is found in Section 10-19.3, which would make the fire marshal a law enforcement fire marshal, complete with the power to arrest, to procure and serve warrants of arrest and to issue summons in the manner authorized by general law, for violation of fire prevention and fire safety laws and related ordinances. The fire marshal would be given the same police powers as a sheriff, police officer, or other law enforcement officer and the fire marshal, deputies, and assistants shall be responsible for investigation and prosecution of all offenses occurring within the county (including, to the extent approved by Town Council, the

Town of McKenney)¹ involving hazardous materials, fires, fire bombings, bombings, attempts or threats to commit such offenses, false alarms related to such offenses, and possession and manufacture of explosive devices, substances and fire bombs.

These police powers would only be exercised by a chief, fire marshal, or deputy or assistant fire marshal who has completed requisite training as set forth in Section 10-19.3. Having come from a law enforcement background, Mr. Jennings would qualify.

Other key provisions of the proposed ordinance are as follows:

- Section 10-19.1 would codify how the fire marshal is appointed.
- Section 10-19.2 would codify the process for appointing deputy and assistant fire marshals.
- Section 10-19.4 would charge the fire marshal with investigation of fires.
- Section 10-20 would state that the Fire Marshal has the power to enforce the Statewide Fire Prevention Code as well as provisions of the County Code that pertain to fires and other related laws.
- Section 10-20 also would give the Fire Marshal the ability to issue, suspend, and revoke permits and place restrictions and conditions pursuant to applicable law.
- Section 10-20.1 states that unless the County Code states otherwise, violations of Chapter 10 or the Virginia State Fire Prevention Code are a Class 1 misdemeanor.
- Section 10-20.2 would give the fire marshal the right to enter property to investigate releases of hazardous material, hazardous waste, or regulated substances, where a release is reasonably suspected to have occurred.

The County Attorney's Office has also been working with Fire and EMS to draft an MOU that could be entered into with the Sheriff's Office to delineate the responsibilities of the Sheriff's Office and the Fire Marshal. That MOU is on the agenda for later in the meeting.

ACTION

BE IT ORDAINED THAT the Ordinance to Amend Chapter 10 – Fire Prevention and Protection, Article III. Fire Prevention Code is approved as presented.

¹ With respect to the Town of McKenney, there is an MOU in which the County has agreed to provide fire marshal services to the Town.

**AN ORDINANCE TO AMEND
THE CODE OF THE COUNTY OF DINWIDDIE, 1985, AS AMENDED
BY AMENDING: SECTION 10-20. ENFORCEMENT; AND ADDING: SECTION 10-
19.1. APPOINTMENT; SECTION 10-19.2. DEPUTIES OR ASSISTANTS; SECTION 10-
19.3. AUTHORITY AND DUTIES; SECTION 10-19.4. INVESTIGATION OF FIRES;
SECTION 10-20.1. PENALTIES; AND SECTION 10-20.2. RIGHT OF ENTRY TO
INVESTIGATE RELEASES OF HAZARDOUS MATERIAL, HAZARDOUS WASTE,
OR REGULATED SUBSTANCES.**

**CHAPTER 10 – FIRE PREVENTION AND PROTECTION
ARTICLE III. FIRE PREVENTION CODE**

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia:

(1) That the Code of the County of Dinwiddie, 1985, as amended, is amended and re-enacted by inserting the following language shown underlined and deleting the following language shown in strikethrough:

ARTICLE III. FIRE PREVENTION CODE

Sec. 10-19. Official action.

The public safety department of Dinwiddie County is hereby designated to act as the enforcing agency for the enforcement of "The Statewide Fire Prevention Code" duly adopted by the Virginia Board of Housing and Community Development under authority of § 27-97, Code of Virginia, 1950, as amended.

(Ord. of 8-17-88)

Sec. 10-19.1. Appointment

There shall be a fire marshal appointed by the chief (which for the purposes of this article shall have the same meaning as set forth in Section 10-52(a)), subject to confirmation by the Board of Supervisors. The fire marshal shall have all the powers and duties set out in Title 27, Chapter 3 of the Code of Virginia pertaining to local fire marshals, including those powers and duties set out in the Statewide Fire Prevention Code. The chief and the deputies and assistants of the fire marshal shall also have those powers and duties, in the absence of the fire marshal and as otherwise directed by the fire marshal, and the term "fire marshal" when used in this article shall include deputies and assistants of the fire marshal.

(Ord. of _____)

Sec. 10-19.2. Deputies or assistants.

The fire marshal may, on behalf of the Board of Supervisors, and in consultation with the chief, appoint, supervise, and terminate deputy or assistant fire marshals, who shall assist in the functions of the department.

(Ord. of _____)

Sec. 10-19.3. Authority and duties.

(a) The fire marshal shall have the authority and duties set out in Title 27, Chapter 3 of the Code of Virginia and in the Statewide Fire Prevention Code, including the power to arrest, to procure and serve warrants of arrest and to issue summons in the manner authorized by general law, for violation of fire prevention and fire safety laws and related ordinances. The fire marshal shall have the same police powers as a sheriff, police officer, or other law enforcement officer and the fire marshal, deputies, and assistants shall be responsible for investigation and prosecution of all offenses occurring within the county (including, to the extent approved by Town Council, the Town of McKenney) involving hazardous materials, fires, fire bombings, bombings, attempts or threats to commit such offenses, false alarms related to such offenses, and possession and manufacture of explosive devices, substances and fire bombs.

(b) The police powers granted in this section shall only be exercised by a chief, fire marshal, or the deputies and assistants of the fire marshal following satisfactory completion by such person of a course for fire marshals with police powers, designed by the Virginia Department of Fire Programs in cooperation with the Virginia Department of Criminal Justice Services and approved by the Virginia Fire Services Board. Current or prior certification as a law enforcement officer, who retired or resigned his position as a law enforcement officer in good standing, may satisfy the police powers training requirements upon successful review to determine equivalency by the Department of Fire Programs in cooperation with the Department of Criminal Justice Services. Any such person exercising police powers pursuant to this section shall continue to exercise those powers only upon satisfactory participation in in-service and advanced courses and programs designed by the Department of Fire Programs in cooperation with the Department of Criminal Justice Services, which courses shall be approved by the Virginia Fire Services Board.

(Ord. of _____)

Sec. 10-19.4. Investigation of Fires.

The fire marshal shall investigate or cause to be investigated and determine the origin and cause of every fire and explosion occurring within the county, including, to the extent approved by Town Council, the Town of McKenney.

(Ord. of _____)

Sec. 10-20. Enforcement.

The fire marshal shall enforce the Statewide Fire Prevention Code and fire safety laws and related ordinances and shall conduct inspections and plan reviews as necessary to ensure compliance with the Statewide Fire Prevention Code. The fire marshal shall also have the authority to enforce provisions of the County Code pertaining to fires and other related laws, to

issue permits with restrictions and conditions and to suspend or revoke permits pursuant to applicable laws.

~~The enforcement procedures of the statewide fire prevention code shall be instituted by the fire marshal when an unsafe condition is discovered by the fire marshal and administered in accordance with the provisions set forth in the State Fire Prevention Code and section 10-22 of this Code.~~

(Ord. of 8-17-88; Ord. of _____)

Sec. 10-20.1. Penalties.

(a) Any person violating or failing to comply with any provision of this article or the Virginia State Fire Prevention Code, as amended, shall be guilty of a Class 1 misdemeanor, unless the Dinwiddie County Code otherwise sets forth a different penalty. Each violation or failure shall constitute a separate offense, and each day during which the same violation or failure is found to have existed shall constitute a separate offense.

(b) In addition to the penalties specified in subsection (a), the fire marshal may invoke any other lawful procedure to prevent or abate any violation of this article.

(Ord. of _____)

Sec. 10-20.2. Right of Entry to Investigate Releases of Hazardous Material, Hazardous Waste, or Regulated Substances.

The fire marshal shall have the right, pursuant to the Virginia Code Title 27, Chapter 3, to enter upon any property from which a release of any hazardous material, hazardous waste, or regulated substance, as defined in the Virginia Code, has occurred or is reasonably suspected to have occurred and which has entered into the ground water, surface water or soils of the county in order to investigate the extent and cause of any such release. Any such entry shall be conducted in accordance with Section 27-37.1 of the Code of Virginia, 1950, as amended.

(Ord. of _____)

Sec. 10-21. Appeals.

The Crater Planning District Regional Building Code Appeals Board is hereby designated as the appeals board to hear appeals arising from the application of the provisions of the Statewide Fire Prevention code.

(Ord. of 8-17-88)

Sec. 10-22. Administrative practices.

The county fire marshal shall establish such procedures or requirements as may be necessary for administration and enforcement of this article.

(Ord. of 8-17-88)

Secs. 10-23—10-25. Reserved.

(2) *That this ordinance shall become effective immediately upon adoption.*

Page 4 of 4

The Public Hearing opened at 8:04 PM. There were no comments heard or submitted.

The Public Hearing was closed at 8:04 PM.

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

AYES: Mr. Dooley, Dr. Moore, Mr. Chavis, Mrs. Ebron-Bonner

NAYS: None

ABSENT: Mr. Lee

14. OLD/NEW BUSINESS

A. APPOINTMENTS

There were no appointments made.

B. MOU BETWEEN THE DINWIDDIE COUNTY SHERIFF'S OFFICE AND DINWIDDIE COUNTY FIRE AND EMS REGARDING INVESTIGATIONS PERFORMED BY THE FIRE MARSHAL'S OFFICE

Mr. Dooley read the following disclosure.

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

I will abstain from voting on the MOU between the Dinwiddie County Sheriff's Office and Dinwiddie County Fire & EMS Regarding Investigations Performed by the Fire Marshal's Office because I am employed by the Dinwiddie County Sheriff's Office.



Casey M. Dooley
District 1 Supervisor

11/18/2025
Date

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

Date: November 18, 2025 Regular Meeting

Tyler Southall, County Attorney, presented the following.



Dinwiddie County Attorney's Office

14010 Boydton Plank Road

Dinwiddie, VA 23841

Phone: (804) 469-4500

Fax: (804) 469-4503

To: Board of Supervisors of Dinwiddie County, Virginia

CC: W. Kevin Massengill, County Administrator
David Kissner, Chief, Dinwiddie Fire and EMS
Donald "Ray" Blake, Fire Marshal
James Brett Jennings, Deputy Fire Marshal
Donald Adams, Sheriff
William Knott, Major
Steve Kennedy, Captain

From: Tyler Southall, County Attorney

Date: November 18, 2025

Subject: MOU Between the Dinwiddie County Sheriff's Office and Dinwiddie County Fire & EMS Regarding Investigations Performed by the Fire Marshal's Office

Background:

James Brett Jennings was appointed as Deputy Fire Marshal at the September 16, 2025 Board of Supervisors meeting. Ordinance changes to the Fire Prevention Code in the Dinwiddie County Code were on the agenda for earlier in this meeting. As noted at the October Regular Board of Supervisors Meeting, the County Attorney's Office has also been working with Fire and EMS to draft an MOU that could be entered into with the Sheriff's Office to delineate the responsibilities of the Sheriff's Office and the Fire Marshal. That MOU has now been drafted and is agreeable to all parties.

ACTION

BE IT RESOLVED THAT the County Administrator and Chief of Fire and EMS are authorized to execute the MOU with the Sheriff's Office in the form presented.



COUNTY OF DINWIDDIE
Memorandum of Understanding

SUBJECT

Agreement between the Dinwiddie County Sheriff's Office and Dinwiddie County Fire & EMS regarding investigations performed by the Fire Marshal's Office.

PURPOSE

Investigation of Fires (Including Arson), Hazardous Materials Release (Environmental Crimes), and Other Fire-Related Crimes under Purview of the Fire Marshal (all of which shall be referred to herein as "Fire Marshal Regulated Acts" or "FMRAs").

OBJECTIVE

This document shall stand as a memorandum of understanding between the Dinwiddie County Sheriff's Office and the Dinwiddie County Fire & EMS Department concerning the procedures for reporting and investigating FMRAs involving criminal intent, and to define and delineate the responsibilities of each agency. By their affixed signatures, both parties agree to the procedures outlined hereafter.

OPERATIONAL PROCEDURE

Law Enforcement Responsibilities: Sworn personnel assigned to the Fire Marshal's Office who possess law enforcement certification and/or auxiliary deputy status are authorized to act in the full capacity otherwise allowed; however, it is expected that the use of law enforcement powers outside of their primary Fire Marshal Office duties will be used sparingly and only in matters where the member(s) of the Fire Marshal's Office have a justifiable duty to act.

Death Investigations: In the event a death occurs as a result of or in conjunction with an FMRA, the Dinwiddie County Fire Marshal's Office and the Dinwiddie Sheriff's Office will work in conjunction with each other investigating the origin and cause of the FMRA while the Dinwiddie County Sheriff's Office leads the death investigation. In this situation, scene processing as it relates to the body of a deceased victim will take priority over that of origin and cause, or other related circumstances.

Non-Death FMRA Investigations: FMRA investigations that do not involve death or serious bodily injury shall remain the responsibility of the Dinwiddie Fire Marshal's Office, with support provided by the Dinwiddie Sheriff's Office upon request.

Acts of Terrorism: All cases of suspected terrorist acts, to include domestic terrorism or threats thereof, shall be investigated by the Dinwiddie County Sheriff's Office. The Dinwiddie County Sheriff's Office will serve as the lead agency representing Dinwiddie County in these investigations. As such, it will notify all appropriate law enforcement entities and coordinate



necessary responses with Dinwiddie County Fire/EMS to ensure the security of the scene and the safety of all involved. For this memorandum, terrorism shall be defined as the unlawful use of force and violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of a political or social objective.

Non-Specified Incident Types: In cases that cannot be immediately identified as meeting the above-described criteria, the Dinwiddie County Sheriff's Office and the Dinwiddie County Fire Marshal's Office shall share all relevant information until a distinction can be identified.

Notwithstanding this agreement, the Sheriff of Dinwiddie County and the Chief of Dinwiddie County Fire & EMS, in consultation, shall have the final authority in determining the appropriate lead agency for any investigation that involves resources of both agencies. In addition, when applicable, a unified command structure shall be established in cases involving considerable resources from both agencies, such as bombings or incidents of mass destruction.

ADMINISTRATIVE PROCEDURES

Reporting: Recognizing that the Dinwiddie County Fire Marshal's Office and the Dinwiddie County Sheriff's Office will employ distinct reporting and information-gathering mechanisms, both agencies agree to share information pertinent to the overall investigation with each other.

Training and Maintenance: The Dinwiddie County Sheriff's Office agrees to assist the Dinwiddie County Fire Marshal's Office with applicable administrative tasks that include, but are not limited to, armorer services, weapons training, range operations, and maintenance of Virginia Department of Criminal Justice Systems certification training and records keeping.

ACCEPTED ON THE DATES OF SIGNATURES BELOW

Signature: _____ Date: _____
W. Kevin Massengill, County Administrator

Signature: _____ Date: _____
David Y. Kissner II, Chief, Fire & EMS

Signature: _____ Date: _____
Donald T. Adams, Sheriff

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

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

15. CITIZEN COMMENTS

Maya Eakins, 25610 Surry Avenue, addressed the Board to express concerns about significant safety and infrastructure issues in the West Petersburg neighborhood. She described narrow streets that make it difficult for vehicles to pass safely, compounded by speeding and dangerous driving behaviors that put pedestrians and children at risk. She requested that the Board initiate a traffic study as a first step toward solutions such as

speed limit signage, sidewalks, and traffic-calming measures consistent with VDOT's traffic calming program. Ms. Eakins also raised longstanding stormwater drainage and flooding problems that damage property and create hazardous conditions, noting that these issues could worsen with future housing development. She emphasized the County's responsibility under its ordinances and the Virginia stormwater management program, and respectfully asked for a clear timeline for traffic and stormwater improvements, along with opportunities for community engagement. She concluded by stressing that these actions are essential to protect families, preserve property, and ensure the community's concerns are heard.

16. ADJOURNMENT

Upon motion of Mr. Chavis, seconded by Mr. Dooley, the meeting was adjourned at 8:16 PM.

AYES: Mr. Dooley, Dr. Moore, Mr. Chavis, Mrs. Ebron-Bonner

NAYS: None

ABSENT: Mr. Lee

Brenda Ebron-Bonner
Vice Chair

ATTEST:

W. Kevin Massengill
County Administrator
Clerk to the Board

/cmb