

VIRGINIA: AT THE REGULAR MEETING OF THE DINWIDDIE COUNTY BOARD OF SUPERVISORS HELD IN THE BOARD MEETING ROOM OF THE PAMPLIN ADMINISTRATION BUILDING IN DINWIDDIE COUNTY, VIRGINIA, ON THE 16<sup>TH</sup> DAY OF DECEMBER AT 3:00 P.M.

PRESENT: JOHN V. TALMAGE – CHAIR ELECTION DISTRICT #3  
DONALD L. HARAWAY – VICE CHAIR ELECTION DISTRICT #2  
MICHAEL W. STONE ELECTION DISTRICT #5  
DORETHA E. MOODY ELECTION DISTRICT #4  
HARRISON A. MOODY ELECTION DISTRICT #1

ADMINISTRATION

PRESENT: KEVIN MASSENGILL, COUNTY ADMINISTRATOR  
ANNE HOWERTON, DIVISION CHIEF OF FINANCE AND GENERAL SERVICES  
JOHN C. BLAIR II, COUNTY ATTORNEY

=====

**1.2.& 3. ROLL CALL – INVOCATION – PLEDGE OF ALLEGIANCE**

**ROLL CALL**

PRESENT: Ms. Moody  
Mr. Stone  
Mr. Moody  
Mr. Haraway  
Mr. Talmage

**4. AMENDMENTS TO AGENDA**

W. Kevin Massengill, County Administrator, stated that there was a need to amend the agenda to include the following under item number 11. Closed Session: §2.2-3711 (A) (3) Acquisition of Property and 2.23711 (A) (7) Legal Matters, Consultation with County Attorney.

Upon motion of Mr. Stone, seconded by Mr. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the agenda is amended as stated.

Ayes: Ms. Moody, Mr. Moody, Mr. Stone, Mr. Haraway, Mr. Talmage  
Nays: None

**5.A. CONSENT AGENDA: APPROVAL OF MINUTES FOR NOVEMBER 18, 2008 REGULAR MEETING**

Upon motion of Mr. Haraway, seconded by Ms. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the November 18, 2008 Regular Meeting Minutes are approved.

Ayes: Mr. Stone, Mr. Moody, Ms. Moody, Mr. Haraway, Mr. Talmage  
Nays: None

**CONSENT AGENDA: APPROVAL OF MINUTES FOR DECEMBER 2, 2008**  
**SPECIAL MEETING**

Upon motion of Mr. Haraway, seconded by Ms. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the December 2, 2008 Special Meeting Minutes are approved.

Ayes: Mr. Stone, Mr. Moody, Ms. Moody, Mr. Haraway, Mr. Talmage  
 Nays: None

**5. B. CONSENT AGENDA: CLAIMS**

Upon motion of Mr. Haraway, seconded by Ms. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following claims are approved and funds appropriated for same.

Ayes: Mr. Stone, Mr. Moody, Ms. Moody, Mr. Haraway, Mr. Talmage  
 Nays: None

<b>CLAIMS</b>	Nov 14, '08	Nov 21, '08	Dec 5, '08	Nov 2008 Payroll	
	VOID 1066161	VOID 1065851	VOID 1065864	VOID 1066533	
	1066162-1066241	1065852-1065863	1065865-1065990	1066534-1066618	<b>TOTALS</b>
101 - General Fund	\$138,170.39	\$303,628.25	\$155,812.31	\$933,309.04	<b>\$1,530,919.99</b>
103 - Jail Commission	\$44.63		\$91.78		<b>\$136.41</b>
105 - Playground Equipment	\$500.00				<b>\$500.00</b>
202 - Medical Center	\$224.14	\$2,796.25			<b>\$3,020.39</b>
209 - Litter Grant Fund					
210 - Community Developmt		\$7,805.53	\$6,249.36		<b>\$14,054.89</b>
222 - E911 Fund					
225 - Courthouse Maintenance Fees					
226 - Law Library					
228 - Fire Programs & EMS	\$892.76		\$254.00		<b>\$1,146.76</b>
229 - Forfeited Asset Sharing Program					
301 - School Construction		\$95,965.53			<b>\$95,965.53</b>
304 - CDBG Grant Fund					

305 - Capital Projects Fund		\$13,301.31	\$176,184.83			<b>\$189,486.14</b>
401 - County Debt Service	\$42,409.00	\$23,453.96	\$42,409.00			<b>\$108,271.96</b>
<b>TOTALS</b>	<b>\$182,240.92</b>	<b>\$446,950.83</b>	<b>\$381,001.28</b>		<b>\$933,309.04</b>	<b>\$1,943,502.07</b>

**5. C. CONSENT AGENDA: SCHOOL BOND REQUISITIONS FROM PROJECT FUND:  
HS-45; ES-48; FH-02**

The Board received the following requisitions from Dr. Charles Maranzano, Jr., Superintendent of Schools. These requisitions were approved by the School Board at their meeting on Tuesday, December 9, 2008.

Upon motion of Mr. Haraway, seconded by Ms. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$330,168.80 from the VPSA 2007 Bonds, is approved.

Ayes: Mr. Stone, Mr. Moody, Ms. Moody, Mr. Haraway, Mr. Talmage

Nays: None

No. HS -45

**REQUISITION FROM THE PROJECT FUND**

[Indicate whether from Note Account or Bond Account of Project Fund by marking a line through incorrect amount]

Note/Bond Account

Industrial Development Authority of Dinwiddie County, Virginia  
VPSA 2007 Bonds

TO: PFM Asset Management

FROM: The Industrial Development Authority of Dinwiddie County, Virginia,  
Project Fund

DATE: December 9, 2008

The undersigned Authorized County Representative requests that you make the following disbursements from the referenced Project Fund:

<u>AMOUNT</u>	<u>TO</u>	<u>PURPOSE</u>
\$ 269,577.58	Kenbridge Construction Co., Inc.	Application for Payment No. 29
\$ 2,218.58	Midwest Technology Products	Equipment
\$ 450.00	Froehling & Robertson, Inc.	Construction Testing Services
\$ 51,422.64	School Specialty Inc.	Equipment
\$ 6,500.00	Bush Refrigeration	Equipment

**\$ 330,168.80 TOTAL OF THIS REQUISITION**

Upon motion of Mr. Haraway, seconded by Ms. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$77,352.30 from the VPSA 2007 Bonds is approved.

Ayes: Mr. Stone, Mr. Moody, Ms. Moody, Mr. Haraway, Mr. Talmage  
Nays: None

No. ES- 48

**REQUISITION FROM THE PROJECT FUND**

[Indicate whether from Note Account or Bond Account of Project Fund by marking a line through incorrect amount]

Note/Bond Account

Industrial Development Authority of Dinwiddie County, Virginia  
VPSA 2007 Bonds

TO: PFM Asset Management

FROM: The Industrial Development Authority of Dinwiddie County, Virginia,  
Project Fund

DATE: December 9, 2008

The undersigned Authorized County Representative requests that you make the following disbursements from the referenced Project Fund:

<u>AMOUNT</u>	<u>TO</u>	<u>PURPOSE</u>
\$ 77,352.30	Kenbridge Construction Co., Inc.	Application for Payment No. 28
<b>\$ 77,352.30</b>	<b>TOTAL OF THIS REQUISITION</b>	

**CONSENT AGENDA: SCHOOL FIELDHOUSE PROJECT REQUISITION: FH-02**

The Board received the following requisition from Dr. Charles Maranzano, Jr., Superintendent of Schools. This requisition was approved by the School Board at their meeting on Tuesday, December 9, 2008.

Upon motion of Mr. Haraway, seconded by Ms. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$1,669.10 from the VPSA 2007 Bonds is approved.

Ayes: Mr. Stone, Mr. Moody, Ms. Moody, Mr. Haraway, Mr. Talmage  
Nays: None

**REQUISITION FROM THE PROJECT FUND**

[Indicate whether from Note Account or Bond Account of Project Fund by marking a line through incorrect amount]

Note/Bond Account

Industrial Development Authority of Dinwiddie County, Virginia  
VPSA 2007 Bonds

TO: PFM Asset Management

FROM: The Industrial Development Authority of Dinwiddie County, Virginia,  
Project Fund

DATE: December 9, 2008

The undersigned Authorized County Representative requests that you make the following disbursements from the referenced Project Fund:

<u>AMOUNT</u>	<u>TO</u>	<u>PURPOSE</u>
\$ 1,669.10	Kenbridge Construction Co., Inc.	Architectural Services (Fieldhouse)
<b>\$ 1,669.10</b>	<b>TOTAL OF THIS REQUISITION</b>	

**5. E. CONSENT AGENDA: FY 08/09 APPROPRIATION AMENDMENT: SPECIAL REVENUE FUND BALANCES**

The Board received the memo below from Anne Howerton, Division Chief of Finance and General Services.

**BACKGROUND**

Special revenue funds can only be spent for specific purposes, and since their fund balances do not revert to the General Fund at year end, the ending balances need to be re-appropriated for the new fiscal year. Once the year-end fund balances were verified by the FY 2007/08 audit, the correct expenditure appropriations for these funds could be determined by Staff and appropriated by the Board. Specifically, the following special revenue funds need appropriation adjustments: Forfeited Asset Fund; Law Library Fund; County Capital Projects Fund; and School Construction Fund.

**LAST BOARD ACTION**

On May 20, 2008, the Board of Supervisors approved the County's FY 08/09 budget, which did not include special revenue fund expenditure appropriations which included their 6/30/08 fund balances.

**REQUESTED ACTION**

We are asking for approval of the following resolution.

Upon motion of Mr. Haraway, seconded by Ms. Moody,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby appropriate and amend the FY 08/09 expenditure budgets in the following funds to equal the amounts listed below:

Law Library	\$ 13,316
Forfeited Assets	70,790
County Capital Projects	5,011,951
School Construction	9,328,410

Ayes: Mr. Stone, Mr. Moody, Ms. Moody, Mr. Haraway, Mr. Talmage

Nays: None

#### **6. A. REPORT: DEPARTMENT OF TRANSPORTATION**

Mr. Ray Varney, VDOT Residency Administrator, discussed the following.

1. Squirrel Level Road – On time and on budget. Contract completion date December 15th.
2. I-85 NB Overlay – On time on budget – Construction has shut down for the winter. Anticipated Spring - restart of late April or early May.
3. Lennie Road – Contractor plans to begin paving next week. Contract Completion date – April 25, 2009. Contractor anticipates being complete by the end of December. Note: this road will be paved instead of prime and sealed.
4. Round-about decision needs to be made shortly – would like to have a decision first of year.

#### **Maintenance Issues:**

Mr. Stone stated that on I-85 below Rt. 460 Southbound (right hand lane right before the 59 mile marker – right after crossing the bridge) there is a huge hole. He added that some of the tar patches within the concrete need to be addressed before cold weather sets in.

Ms. Moody stated that she had spoken before about a problem on Bishop Street and did not know whether Mr. Varney had been able to look at it as of yet. She stated that at the last house on the left water runs down off the main street onto the front lawn.

Mr. Varney stated that he had looked at it, and that part of the road is a private road.

Mr. Haraway asked if Mr. Varney was aware of the drainage problem on Olgers Road in front of Tindall Concrete. He said the water covers the whole road during heavy rains.

Mr. Varney answered that he was not aware of the problem but would take a look at it.

Mr. Moody asked if the stop light at Olgers Road was on a timer. He said he had noticed that there is a long wait on Rt. 460.

Mr. Varney replied that it is not, that it has sensors and when someone comes up to the light, it starts in a cycle. He stated that he would have someone look at it.

Mr. Talmage stated that he had a couple of citizen concerns. Speed limit signs are needed on Smith Grove Road. There are signs at one end, but not at the other. There are also some school bus stops on that road, and Mr. Talmage asked if Mr. Varney would look into putting some "bus stop ahead" signs on the road. Also, regarding the construction on Squirrel Level Road where Woods Store used to be (where it goes out into the county) there is a sharp curve with a sharp drop-off. He said some of the neighbors there are concerned that with icy conditions it would be quite a hazard. He asked if a guard rail could be put in place.

Mr. Varney asked the address of the stops on Smith Grove Road. He said there are criteria for school bus stop signs. If you cannot see the bus stop 500 feet from where the bus is stopping, then it would warrant a sign. On a straight stretch, it would not warrant a sign. Regarding the curve in question, Mr. Varney stated that he would look into it.

Mr. Massengill asked the funding stream for Route 1 and Cox Road.

Mr. Varney answered that it is an MPO project. It has been backed up except for the engineering part of the project.

#### **6.B. REPORTS: GENERAL REASSESSMENT**

Mr. Harold Wingate of Wingate Associates stated that the reassessment hearings were completed. He said they had seen approximately 1,000 people, and an additional 100+ phone calls requesting a return call. He said their policy was to try at least three times, to leave messages for a return call, and if they did not get anyone on the third try then they left word that they assumed the individual wanted the reassessment put in for review, so they reviewed it. He stated that they had a few letters requesting review and they had processed those. They are now in the process of going over the requests for review, looking at a number of those in the field. He said they anticipate mailing notices by the end of the month. He said the entire work had to be completed by the end of December, which includes getting the reassessment book signed and placed in the Clerk's Office with a copy in the Commissioner's Office. He said they only made changes if there were reasons for changes, and that there is no way they can have as much detail on property as they need. They had problems with some of the allocations on some of the property (whether it was open land in crop or pasture, woodland, marsh or swamp). He said the information they started with was the information from the Commissioner's Office. If that information showed a certain amount of acres as open, or wood, marsh, power line, etc., they used those figures unless they had an opportunity to talk with the property owner and the property owner gave them updated information. Most of that type of information has been on those records for many years; probably back to the time when the State Tax Department was conducting the general reassessments in the county. He said that the County maps are in an evolving process and improvements are being made as plats are recorded; however, the maps are primarily location maps and are not always exact as far as property lines. There was a delay in receiving the aerial photographs which necessitated going back and doing a number of reviews after receiving them. He stated that they appreciated the cooperation of the citizens they saw during the hearings. After the results of those hearings are received, there will be an opportunity to appeal to a Board of Equalization. He added that Board has gone through their training session with a representative from the Department of Taxation on the same day of this meeting. The

Board of Equalization will start hearings in January, and advertise hearing dates through February.

Mr. Stone asked the cut off date for the sales information that was used for the general reassessment.

Mr. Wingate answered that the cut off date was the end of September, but they continued to monitor 2008 sales up through October. The 2007 sales were the basis for establishing their base mark values. They continued to monitor 2008, not to necessarily keep changing, but to make sure that what they were selling for in 2007 was still a reasonable figure. They reviewed any spot areas that indicated the need for review. He stated that the 2007 and the 2008 market were very similar. There was no real drop in the 2008 market up through October – no increase and no decrease. He said that the last reassessment that was done in 2004, effective 2005, was based on 2003 sales. The 2005 assessment was actually about 10 – 12% below market by the time they got it on the books because of the acceleration of sales during that time. He said the market in Dinwiddie County, even up into November, is a fairly stable market - just a slow market.

Mr. Haraway asked of the 1,000 residents who met with him, what would be Mr. Wingate's estimate as to the percentage who will have an adjustment to their tax assessment.

Mr. Wingate stated that he did not have those figures because they were still working on them. He said that as a general rule it will probably run about half and half.

Mr. Moody said he had received a lot of calls from citizens on this reassessment. He said what he understood from Mr. Wingate and administration was that the sales had been coming in pretty much on target of what the property had been assessed at, if not a little higher than the assessment. He asked if that was correct. He also asked where he could check those sales.

Mr. Wingate stated that there are some on both sides, and there always will be. He said he did not have the number, but a lot are selling for more than they had on them and some for less. He said that when you see a sale from a bank or mortgage company you can be pretty sure it's a foreclosure. He stated that they try to avoid those because they're under pressure. He said they had probably had more complaints on acreage tracts than anything else. He said they had a sale in the Darvills area in December for approximately 235 acres – one tract fronting Route 40 and another behind it. It sold for \$3,000 per acre and they had \$2,300 on it. That was the biggest acreage sale they've seen this Fall. Mr. Wingate said Mr. Moody could go to the Commissioner's Office to check sales. He said they are still seeing that the median ratio of assessment to sales in the 94-95% area.

Mr. Talmage said he had talked to a few residents who have property that they can't build on because the property will not perk (although it is not necessarily wetlands). He asked if those are being reviewed.

He said regarding the smaller tracts (10 acres or under), if they appear to be buildable, then they normally assume there would be one building site there. He said if it doesn't perk, and if the resident brings them the rejection slip from the Health Department, they change the value.

Mr. Massengill asked if Mr. Wingate could give a percentage of arms length good sales above or below where the assessment lies. He said that administration had asked

Mr. Wingate to run a query in his system to see the tremendous increases. He asked for an update on that information.

Mr. Wingate stated that he had not specifically looked at that percentage. He said he would say that probably 80% of them are very close. Mr. Wingate stated that regarding the increases, the query helped them to pick up those that needed adjusting. They will send out that information whether the resident had asked for an appeal or not.

## **7.A. ACTION ITEM: VIDEO SURVEILLANCE PRODUCTS AND SERVICES**

The Board received the memo below from Norman Cohen, Director of Information Technology.

### **BACKGROUND**

The project will consist of cameras set up at pre-determined locations and linked via the analytic software. Officers will be able to monitor and manipulate the cameras from one central location. Officers are able to analyze audio and video in real-time and identify a myriad of triggering events and behavioral patterns. The system will also be able to dispatch first responders and law enforcement units in order to get the right people there in a minimal amount of time. The system can be monitored by officers and officials alike via their PDA's/Blackberries/handheld devices, allowing officers in the field to become "eyes and ears" without leaving an assigned post.

### **LAST BOARD ACTION**

Information Technology submitted and successfully obtained a COPS grant that had a 50% matching from the County. On 11/18/2008, the Board of Supervisors approved the appropriation of the 50% County match.

### **CONTRACT NEGOTIATIONS**

The selection of TrueSystems as the sole-source vendor for this project was based on the following criteria:

- Contractors Expertise linked to the current project:
  - TrueSystems is familiar with the current systems deployed within Dinwiddie County and has specific knowledge required for the seamless integration of a video surveillance system with the current CAD/GEO/RMS systems.
- Uniqueness of items to be procured from the proposed contractor/vendor:
  - TrueSystems is the only vendor that is capable of integrating to the InterAct CAD.
  - Due to the previous investment of over \$250,000 in existing CAD/GEO/RMS systems and the numerous hours of employee training already conducted it would not be financially or operationally feasible to go out to procurement for a new CAD system to meet another vendor's video surveillance requirements.

### **REQUESTED ACTION**

We ask that the County Administrator be allowed to execute the agreement for services between the County of Dinwiddie and TrueSystems per the attached contract.

Upon motion of Mr. Stone, seconded by Ms. Moody,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute

the necessary documents to award the contract of TrueSystems to provide a complete surveillance system to include equipment and software for an amount not to exceed \$128,974.00.

Ayes: Mr. Stone, Mr. Moody, Ms. Moody, Mr. Haraway, Mr. Talmage

Nays: None

## **CONTRACT**

### *Video Surveillance Products and Services*

The Agreement is entered into this 17<sup>th</sup> day of December, 2008, by and between **TrueSystems, a sister company of InterAct Public Safety Systems** (party of the first part, and hereinafter known as "Contractor"), and the County of Dinwiddie, Virginia, a political subdivision of the Commonwealth of Virginia (party of the second part, and hereinafter known as "County").

**WHEREAS**, in accordance with the provisions of the Virginia Public Procurement Act, §2.2-4304 (E) of the Code of Virginia, 1950, as amended, it has been determined in writing that Contractor is the only source practicably available to provide services to integrate the video surveillance products/ system into the County's existing Computer Aided Dispatch (CAD) system; and

**WHEREAS**, by Resolution dated December 16, 2008, the Dinwiddie County Board of Supervisors did approve the contract award for the provision of video surveillance products and services to Contractor as the sole source contractor, without competitive sealed bidding or competitive negotiation;

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

#### **1. Incorporation by Reference**

Contractor's written QUOTES # 0810-DCJ-003 (Dinwiddie County Jail), # 08100-DCC-003 (Dinwiddie County Courthouse) and # 0810-DC911-003 (Dinwiddie County 911) in their entirety dated October 14, 2008, and proposed terms offered by Contractor via email to Cathy Hodock dated December 2, 2008 are all made a part hereof as if the same were fully set forth. If any discrepancies arise between terms stated in Contractor's Quotes and the proposed terms submitted by Contractor via email, Contractor agrees to abide by Contractor's email.

#### **2. Time of Performance**

Contractor agrees to complete all services within fifty (50) business days of receipt of contract award (County Holidays excluded), with installation to be completed no later than March 20, 2008.

#### **3. Costs**

Contractor agrees to provide the products and services required pursuant to this Contract for a sum no greater than ONE HUNDRED TWENTY-EIGHT THOUSAND NINE HUNDRED SEVENTY-FOUR DOLLARS (\$128,974.00) (the "Contract Price"). One payment of \$46,308 (50% of hardware cost) shall be made upon receipt of signed and executed contract by TrueSystems, one payment of \$46,308 (balance of hardware cost) shall be made within (10) days of delivery of correct, undamaged hardware, and one

payment of \$36,358 shall be made within ten (10) days of installation completion and County's approval of final invoice and acceptance of the products and services provided, to the Contractor at its office in Winston Salem, NC. Any additional costs will need County's approval in writing prior to proceeding.

#### **4. Notices**

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

Notice to County shall be made to:

W. Kevin Massengill

County Administrator  
P. O. Drawer 70  
Dinwiddie, Virginia 23841  
(804) 469-4500

Notice to Contractor shall be made to:

Dennis Cyphers, Vice President, Sales  
Operations  
TrueSystems  
102 West Third Street, Suite 700  
Winston Salem, North Carolina 27104  
(336)201-5100

#### **5. General Terms And Conditions**

##### **A. Applicable Laws:**

This Contract shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this Contract shall be with a state or federal court with jurisdiction in Dinwiddie County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

##### **B. Anti-Discrimination:**

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

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

1. During the performance of this contract, the Contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**C. Ethics in Public Contracting:**

Contractor certifies that its quotation/proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder/ offeror, supplier, manufacturer or subcontractor in connection with its quotation/proposal, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**D. Immigration Reform and Control Act of 1986:**

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

**E. Availability of Funds:**

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. This contract and any agreed upon changes to this contract are subject to the availability of funds and appropriations by the Board of Supervisors.

**F. Assignment of Contract:**

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

**G. Changes to the Contract:**

Changes can be made to the contract by mutual agreement between the parties in writing, to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

**H. Equipment/Products:**

Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in quotes. Where any part or nominal appurtenances of equipment/product is not described, it shall be understood that all

equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

**I. Default:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

**J. Taxes:**

Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Dinwiddie on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business. The County's excise tax exemption registration number is 54-6001528.

**K. Insurance:**

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

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

**L. Drug-Free Workplace:**

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to

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

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

**M. Termination By County For Convenience:**

County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- (1) All amounts then otherwise due under the term of this Contract,
- (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination, and
- (3) Fair market value compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, County shall have no further obligations to the Contractor of any nature.

In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bond, if such bond is required by the County.

**N. Testing And Inspection:**

All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor agrees that the goods or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this contract. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the County. The County's decision of approval or disapproval of a proposed product shall be final.

**O. Payment:**

(1) To Prime Contractor(s):

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

(2) To Subcontractors:

- a. Any Contractor awarded a contract under this solicitation is hereby obligated:
  1. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

**P. Indemnification:**

Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

#### **6. Miscellaneous**

All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

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

#### **7.B. ACTION ITEM: WASTE MANAGEMENT CONTRACT.**

The Board received the memo below from Anne Howerton, Division Chief of Finance and General Services.

#### **BACKGROUND**

The County's current contract for solid waste collection and disposal with Virginia Waste Services expires on December 31, 2008. Virginia Waste Services has recently come under new ownership and has consequently significantly increased their rates. In response to these increases, we put out an RFP in October and received six proposals for waste management services.

#### **CONTRACT NEGOTIATIONS**

The RFP explained the County's current waste management program of front-load cans, existing and proposed manned sites and open-top trailers for commercial waste and asked for a comprehensive waste solution. After reviewing the proposals, two vendors were selected for further discussion and negotiation based on their waste management experience, proposed staffing and equipment, ability to meet our current contract expiration date, and proposed pricing. After checking references and receiving best and final offers from both vendors, we have selected Container First Services (CFS) located in Chester, VA. CFS is a locally-owned, full service waste management firm which provides collection and disposal services, as well as compactors and other refuse equipment and maintenance.

#### **REQUESTED ACTION**

We are asking for approval of the following resolutions. Funding for this contract is available in the current FY 2009 budget.

Upon motion of Ms. Moody, seconded by Mr. Haraway,

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute an annual contract for

solid waste collection and disposal, with four additional optional annual renewals with Container First Services at the rates set forth in the schedule below.

Front-load cans per yard cost	\$2.37		
Open-top trailer: cost per pull	\$145	cost per ton	\$28
40 yard compactors: cost per pull	\$140	cost per ton	\$27
30 yard tire disposal: cost per pull	\$140	disposal cost per loaded container	\$125

Annual renewals would increase with the CPI-U, with a not exceed annual rate of 4%.

## **8. CITIZEN COMMENTS**

The Chair asked John C. Blair II, County Attorney, to give details regarding the legal aspect of the reassessment process and the Board's abilities, duties and the extinguishment of such.

Mr. Blair stated that the first thing the Board has to do is to decide when the reassessment will take place. The Code gives options of four, five or six year cycles for reassessment as a county. Also, if the Board wants to take certain measures, it may be done every two years although that would require some additional staff that would be hired by the County. He said that looking back at the record, on October 1, 2007 this Board decided to conduct a four-year reassessment which is the current reassessment; and it appointed Mr. Wingate for that purpose. Legally, that is where the Board's abilities to control the process extinguish. Once the Board appoints the assessing officer, the Board's involvement is ended in the actual reassessment of the values of land. The Board becomes, in effect, like any other citizen in the county – an individual tax payer.

Mr. Blair addressed some concerns that had been brought up. He said the reassessment becomes final when Mr. Wingate turns in his two copies of the reassessment. One copy will go to the Circuit Court and one will go to the Commissioner of the Revenue. When those books are turned over, which should be by December 31<sup>st</sup> of this year, this reassessment cycle is over. He said there will be a number of people who are not particularly pleased with the results and the numbers that have been presented. He stated that everyone has an individual right to appeal that assessment. There is a group called the Board of Equalization which is appointed by the county's Circuit Court Judge. That Board will be meeting in January and February, and residents can turn in an application to appeal up to February 16th of 2009. The Board of Equalization must make its decisions on whether to lower, or raise, or keep the assessment the same by April 30<sup>th</sup>. If the taxpayer is not satisfied with the Board of Equalization's result, they have the right to appeal that decision to the Circuit Court of Dinwiddie County. If ultimately someone is not pleased with that result, their last appeal lies with the Supreme Court of Virginia. Mr. Blair stated that there had been some questions directed toward their office about the reassessment overall (can it be reduced, can there be any action to make a change to everyone's reassessment). He said the answer to that question is no. There is nothing as to the property values to actually lower them, raise them or anything on a general basis. It has to be done on an individual property owner's basis. Mr. Blair stated the legal office had been questioned as to what the Board of Supervisors could do about this reassessment. He said that if there was that much concern among Board members that this entire reassessment was not accurate, then the Board can take the steps necessary to do another reassessment next year. At this point, as far as property valuation (which does not go toward taxation questions) the Board's role is extinguished. It is now up to the

Board of Equalization, the Circuit Court and ultimately the Supreme Court of Virginia if anyone wants to appeal that, for individual tax payers to appeal their assessments.

Before opening the citizen comment period, the Chair read the following statement:

*The Board of Supervisors desires to provide an opportunity for citizens to express their views on matters pertaining to Board issues that are not listed under the Public Hearings portion of this meeting. It is for that purpose the citizens comment period is provided. This time is not intended to be a question and answer period or time for dialogue with Board members or staff. Citizens desiring to address the Board must sign up prior to the commencement of the meeting. Comments must be confined to matters germane to the business of the Board. Citizens should address the Board with decorum. Loud, boisterous or disruptive behavior, obscenity and vulgarity should be avoided; as well as other words or acts tending to invoke violence or deem to be a breach of the peace. Please do not forget that all comments shall be directed to the Board Chair.*

The Chair opened the citizen comment period.

1. John Wamsley – 2619 Oxford Drive – Sutherland – spoke in opposition to the reassessment. He asked if the assessor had the responsibility of determining what is buildable property in Dinwiddie County. He said he would like to know what assessments are based on. He appealed his reassessment.
2. Dan Upton, Sr. – 16715 Courthouse Road – spoke in opposition to the reassessment. He asked, “how can a man plant soy beans, corn and wheat, make a living off of that and pay his taxes”. He went through several reassessment statements and the increase in assessment on each. He said some of the land was swamp land. He appealed his reassessment.
3. Vincent Lewis – 17315 Wilkinson Road – spoke in opposition to the reassessment. He said he was sad to hear that the Board couldn’t do anything about the reassessment, as he was hoping to appeal to the Board for the assessments to be thrown out. He appealed his reassessment.
4. Calvin N. Crowder, Jr. – 11606 Merchants Hope Road – Hopewell, VA - spoke in opposition to the reassessment. He said he owns 200+ acres in Dinwiddie County. He said he had some acreage that was landlocked (roughly 40 acres). He said some of the land was swamp land. He appealed his reassessment.
5. Anna Schoenenberger – 8820 Baltimore Road - Ford – spoke in opposition to the reassessment process. She said she was the fifth generation to own her property, and that she did not fault Wingate and Associates because they did what they were contracted to do. She said, however, a proper appraisal is done by physical inspection of the property by the appraiser and with the comparables. She said her assessment was 26% higher than the appraisal she had done during the peak times of 2006. She appealed her reassessment.
6. Forrest P. Clay, Jr. – 18603 White Oak Road – spoke in opposition to the reassessment. He said he has a home on White Oak Road along with several other houses – a little over 600 acres, most in crop land and timber. He said when he opened the 15 new assessments associated with this property he found that all too suddenly his net worth had more than doubled overnight. He said one property (which is mostly underwater) increased 300%. He met with someone in

the assessment group and found that person was mostly unfamiliar with the nature of many of the properties and kept insisting that the assessments were based on the best use of the property.

7. David M. Dudley – 25907 Smith Grove Road – spoke in opposition to the reassessment. He said he has 4.63 acres – 3.63 acres is in swamp and marsh and. He said the housing market has been overpriced for the last three years.
8. Michael C. Poe – 8814 Vaughan Road – spoke in opposition to the reassessment. He said he was shocked when he received his reassessment. He said he has 12 acres of land and beavers built a pond in 4 acres of it.
9. J. S. Major, IV – 22915 Olad Vaughan Road yielded to Mr. Sonny Crumpler.
10. Sonny Crumpler - 15320 Boydton Plank Road - spoke in opposition to the reassessment. He said he did appeal the reassessment. He said he was told his land had a marketable home site which increased the value of the land by \$25,000. He said there was property in Dinwiddie County that was not being taxed, and he asked why.
11. Addison S. Varner – 23834 Dabney Mill Road – spoke in opposition to the reassessment. He said he was concerned that the Board didn't have any authority in this situation. He said he had made an appeal. He said he was told that it had to be taken in consideration what property was sold for less than three miles away from his property. He said he checked into it and found that the said property was up for sale, but had been withdrawn from the market.
12. Robert E. Hoyle– 22717 Old Vaughn Road – spoke in opposition to the reassessment. He said he had appealed the assessment. He said he could show examples of land – road frontage at \$3,000 per acre and land locked at \$5,000 per acre. He said there were examples of adjoining land owner sales that were used; and on a November 26<sup>th</sup> press release in the newspaper; the assessment firm said they absolutely would not use those types of assessments in comparison. He said he had three documented occasions where that had happened.
13. Dewey Harrison – 9611 Boydton Plank Road – spoke in opposition to the reassessment. He said that this was the worst assessment he had seen since he had been in Dinwiddie County. He had petitions stating that they either wanted another reassessment or a moratorium on it if possible. He said he had property that went from \$40,000 to \$400,000. He said the citizens cannot afford these kinds of increases.
14. Edward Williams – 23515 Cox Road – spoke in opposition to the reassessment. He said the main culprit of the recession is the housing market. He asked if the assessment could be frozen where it was.
15. Donald Henshaw – 12526 Siding Road – Church Road – spoke in opposition to the reassessment. He said he had been in real estate over 35 years – building, selling and developing. He said these reassessments seem to be at least 30% over-valued on the property. He said to have true market value; you can't have a market that has undue stimulus. He stated that means a market that that has

been in a frenzy, everything has gone way up and hasn't had time to settle back down.

16. Sue Henshaw – 12526 Siding Road – Church Road – spoke in opposition to the reassessment. She said she is a real estate broker and an expert in her field. She has been buying, selling and managing real estate for over 30 years. She said this recent reassessment does not show the fair market value of real estate today. She said she had researched approximately 250 pieces of property that was reassessed mostly in the northern end of the county near Lake Chesdin, and has found many inconsistencies in the property values. She said the comparable market sales that the Wingate firm used were from sales during an unrealistic real estate bubble that has now burst.
17. Mark Lane – 2414 Old Vaughn Road – spoke in opposition to the reassessment. He said that in the height of the market he bought 25 acres for \$2,300 an acre. Right now it is assessed for \$4,000 an acre. He said he bought a house that adjoined that piece of property and had 7 acres on June 10<sup>th</sup> for \$60,000. He said that the appraisal is out of hand, and there was no consistency.
18. Billy Bain – 19509 Bain Road - spoke in opposition to the reassessment. He said one thing that would preserve agriculture land in Dinwiddie County would be to get the reassessment back in line to what agricultural land is really worth for agriculture production. He said another point was that at time of death of the landowner, the estate price will be so high that the family will not be able to afford to buy the land back to keep it farming. He asked that the Board consider not accepting this reassessment if possible. He said he thought the citizens would be more willing to participate in a tax increase rather than an over assessment.
19. Robert Hoyle - 10420 Baltimore Road – spoke in opposition to the reassessment. He said he had not appealed. He said he had heard the attorney say that once the Board made the appointment, that Wingate and Associate bears the responsibility. He said he disagrees. He said that by virtue of the Board's appointment of this appraiser, and as the Board is the governing body of this county, that the Board of Supervisors is ultimately responsible.

As no one else was signed up to speak, the Chair closed the citizen comment period.

#### **9. COUNTY ADMINISTRATOR COMMENTS**

W. Kevin Massengill, County Administrator, stated that he would forego his comments due to the time and the need to go into closed session.

#### **10. BOARD MEMBER COMMENTS**

The Board members decided to forego their comments due to the time.

#### **11. CLOSED SESSION:**

At 5:25 p.m. upon motion of Mr. Stone, seconded by Mr. Haraway,

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

- a. §2.2-3711 (A) (1) Personnel Matters

- Personnel
    - County Administrator
  - Appointments
    - Board of Equalization Recommendation
    - Dinwiddie County Board of Zoning Appeals Recommendation
    - Dinwiddie County Planning Commission
    - Dinwiddie County Water Authority
    - Dinwiddie County Airport Industrial Authority
    - District 19 Chapter 10 Board
    - Virginia's Gateway Region
- b. §2.2-3711 (A) (5) Business and Industry Development:
- Prospective Business & Industry
- c. §2.2-3711 (A) (31) Acquisition of Property
- d. §2.2-3711 (A) (7) Legal Matters
- Consultation with County Attorney

Ayes: Mr. Moody, Ms. Moody, Mr. Stone, Mr. Haraway, Mr. Talmage  
 Nays: None

At 7:00 p.m. upon motion of Mr. Stone, seconded by Mr. Haraway, the Board reconvened into open session.

Ayes: Ms. Moody, Mr. Stone, Mr. Moody, Mr. Haraway, Mr. Talmage  
 Nays: None

**CERTIFICATION**

WHEREAS, this Board convened in a closed meeting under:

- a. §2.2-3711 (A) (1) Personnel Matters
- Personnel
    - County Administrator
  - Appointments
    - Board of Equalization Recommendation
    - Dinwiddie County Board of Zoning Appeals Recommendation
    - Dinwiddie County Planning Commission
    - Dinwiddie County Water Authority
    - Dinwiddie County Airport Industrial Authority
    - District 19 Chapter 10 Board
    - Virginia's Gateway Region
- b. §2.2-3711 (A) (5) Business and Industry Development:
- Prospective Business & Industry
- c. §2.2-3711 (A) (31) Acquisition of Property
- d. §2.2-3711 (A) (7) Legal Matters
- Consultation with County Attorney

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

NOW BE IT CERTIFIED, that only those matters as were identified in the motion were heard, discussed or considered in the meeting.

Upon motion of Mr. Stone, seconded by Ms. Moody, this Certification Resolution was adopted.

Ayes: Mr. Moody, Ms. Moody, Mr. Stone, Mr. Haraway, Mr. Talmage

Nays: None

### **7:00 P.M. – PUBLIC HEARING**

The Chair opened the meeting at 7:00 p.m., followed by the roll call.

### **ROLL CALL**

**PRESENT:** Mr. Stone  
Ms. Moody  
Mr. Moody  
Mr. Haraway  
Mr. Talmage

### **12.A. PUBLIC HEARING: PROPOSED ORDINANCE AMENDMENT TO THE CODE OF THE COUNTY OF DINWIDDIE, 1985, AS AMENDED CHAPTER 19, TAXATION, ARTICLE III, REAL ESTATE TAX EXEMPTION FOR ELDERLY AND DISABLED PERSONS, SECTION 19-39 GENERAL PREREQUISITES TO EXEMPTION AND SECTION 19-43 AMOUNT OF EXEMPTION**

The information below was presented to the Board by John C. Bain II, County Attorney. Ms. Lori Stevens, Commissioner of the Revenue was present for any questions.

The Chair opened the public hearing in this case.

1. Joe Hoggood – 4306 Sunset Drive – spoke in opposition to the proposed ordinance as it is written. Mr. Hoggood said he thought the citizens who were 65 and over should not have to pay any real estate taxes. He said he wanted the Board to cut the tax rate to \$.50.
2. Ronald R. Seagrave – 10860 Quaker Road – spoke in support of the proposed ordinance because he felt it would affect many of the disadvantaged. He said he felt there was a gross misunderstanding of what the statute says and does. He respectfully recommended that the County create a flyer or something similar in order to inform the common person as to what this actually entails, the benefits and its limits.
3. Sue Henshaw -12526 Siding Road – Church Road – asked if \$100,000 is the limit and if that would not include the taxpayer's home.

John C. Blair II, County Attorney, answered that was correct.

As no one else was signed up to speak, the Chair closed the public hearing in this case.

The Board received the memo below from Lori Stevens, Commissioner of the Revenue. Mr. John C. Blair, County Attorney, presented the information to the Board.

### **BACKGROUND**

On November 16, 2004, the Commissioner of the Revenue requested an increase in the real estate tax exemptions and combined net worth for the elderly and disabled persons as reflected in Dinwiddie County Code Sections 19-39 and 19-43. Currently, Dinwiddie County has a household income limit of up to \$28,000 per year with combined assets not to exceed \$75,000.

- Prince George County has 2 levels of income limits, households earning \$28,000 per year or less receive 100% relief and households earning between \$28,001 and \$45,000 per year received 50% relief on real estate taxes. The combined assets of a household cannot exceed \$120,000.
- Petersburg City has an annual income limit of \$30,000 and a combined household limit of \$60,000 in assets. If a citizen's real estate tax bill is less than \$600 per year, the City will pay ½ of the bill. If the real estate tax bill is over \$600 per year, the City will pay \$300.00.
- Colonial Heights City's exemption follows a range of income scale; annual incomes up to \$22,800 per year receive a 100% real estate tax exemption. The exemption decreases as the annual income increases. The Colonial Heights' scale ends at an annual income level of \$40,000, which receives a 10% real estate tax exemption. Colonial Heights' combined assets cannot exceed \$80,000, with the maximum real estate tax relief one can receive being \$1,600.00.
- Hopewell City has 2 levels of income for real estate tax exemptions: households earning \$18,500 or less receive 100% relief on real estate taxes and households earning \$18,501 to \$32,500 receive 50% relief on real estate taxes. The combined household assets cannot exceed \$100,000, with the maximum relief one can receive being \$850.

In addition, Dinwiddie County Code Section 19-44, *Nullification of Status*, does not currently provide for the proration of a real estate tax exemption upon the sale of a property or death of an owner of a property that is subject to real estate tax exemption. The Virginia State Code allows for such proration. The Commissioner of the Revenue is requesting that the County ordinance be amended to incorporate this change.

### **REQUESTED ACTION**

In consideration of the current economy, the Commissioner of the Revenue requests that the Board of Supervisors amend Sections 19-39 and 19-43 of the Code of Dinwiddie County to increase the income levels of real estate tax exemptions to reflect that qualifying households earning \$28,000 per year or less receive 100 % relief on real estate taxes and qualifying households earning \$28,001 to \$35,000 per year receive 50% relief on real estate taxes, and to increase the total combined household asset limit from \$75,000 to \$100,000. The Commissioner also requests that Dinwiddie County Code Section 19-44.1 be added to allow for proration of the real estate property tax exemption due to death or sale of property.

Upon motion of Mr. Stone, seconded by Mr. Moody,

WHEREAS, in accordance with Virginia Code Sections 58.1-3210, 3211 and 3212, the Dinwiddie County Board of Supervisors desires to increase the real property tax exemption levels and combined net worth levels for the elderly and disabled persons;

NOW THEREFORE, BE IT RESOLVED that the Dinwiddie County Board of Supervisors does hereby approve the amendments to Sections 19-39 and 19-43, Real Estate Exemption for the Elderly and Disabled Persons to the Code of the County of Dinwiddie, Virginia, as presented.

Ayes: Ms. Moody, Mr. Moody, Mr. Stone, Mr. Haraway, Mr. Talmage

Nays: None

**AN ORDINANCE TO AMEND THE  
CODE OF THE COUNTY OF DINWIDDIE, 1985, AS AMENDED,  
BY AMENDING CHAPTER 19, TAXATION, ARTICLE III, REAL ESTATE TAX  
EXEMPTION FOR ELDERLY AND DISABLED PERSONS,  
SECTION 19-39 GENERAL PREREQUISITES TO EXEMPTION AND  
SECTION 19-43 AMOUNT OF EXEMPTION**

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

(1) *That Chapter 19 of the Code of the County of Dinwiddie, 1985, as amended, is amended by inserting the following language shown underlined and removing the following language marked as strikethrough:*

**Sec. 19-39. General prerequisites to grant.**

Exemption shall be granted to persons subject to the following provisions:

(1) The title of the property for which exemption is claimed is held, or partially held, on January 1 of the taxable year, by the person or persons claiming exemption.

(2) The head of the household occupying the dwelling and owning title, or partial title, thereto is 65 years or older on December 31 of the year immediately preceding the taxable year or is permanently and totally disabled on December 31 of the year immediately preceding the taxable year.

(3) The total combined income during the immediately preceding taxable year, from all sources of the owner of the dwelling living therein and the owner's relatives living in the dwelling, does not exceed \$35,000.00~~\$28,000.00~~; provided, however, that the first \$5,000.00 of income of each relative, other than the spouse of the owner, who is living in the dwelling unit shall not be included in the total.

(4) The net combined financial worth, including equitable interest, as of December 31 of the immediately preceding taxable year of the owner and of the spouse of the owner, excluding the value of the dwelling and the land, not exceeding five acres, upon which it is situated does not exceed \$100,000.00~~\$75,000.00~~.

(5) Any exemption granted pursuant to this article shall apply only to the real estate taxes assessed on a dwelling and a maximum of five contiguous acres on which it is situated.

**Sec. 19-43. Amount of exemption.**

Where the person claiming exemption conforms to the standards of this article and does not exceed the limitations contained in this article, the tax exemption shall be as shown in the following schedule:

TABLE INSET:

<u>Total Income All Sources</u>	<u>Tax Exemption</u>
\$0 to \$28,000	100%
\$28,001 - \$35,000	50%

<u>Total Income All Sources</u>	<u>Tax Exemption</u>
\$0 to \$19,000	100%
\$19,001 to \$20,000	90%
\$20,001 to \$21,000	80%
\$21,001 to \$22,000	70%
\$22,001 to \$23,000	60%
\$23,001 to \$24,000	50%
\$24,001 to \$25,000	40%
\$25,001 to \$26,000	30%
\$26,001 to \$27,000	20%
\$27,001 to \$28,000	10%

(2) *That this ordinance shall become effective January 1, 2009.*

**12. B. PUBLIC HEARING: PROPOSED ORDINANCE AMENDMENT TO THE CODE OF THE COUNTY OF DINWIDDIE, 1985, AS AMENDED, BY ADDING CHAPTER 19, TAXATION, ARTICLE III, REAL ESTATE TAX EXEMPTION FOR ELDERLY AND DISABLED PERSONS, SECTION 19-44.1. SAME; PRORATED EXEMPTION UPON DEATH OF QUALIFYING INDIVIDUAL**

The information below was presented to the Board by John C. Blair II, County Attorney. Lori Stevens, Commissioner of the Revenue was present for questions.

The Chair opened the public hearing in this case.

As no one was signed up to speak, the Chair closed the public hearing in this case.

**Note:** The same information was presented for this case; however, the resolution was stated differently.

**BACKGROUND**

On November 16, 2004, the Commissioner of the Revenue requested an increase in the real estate tax exemptions and combined net worth for the elderly and disabled persons as reflected in Dinwiddie County Code Sections 19-39 and 19-43. Currently, Dinwiddie County has a household income limit of up to \$28,000 per year with combined assets not to exceed \$75,000.

- Prince George County has 2 levels of income limits, households earning \$28,000 per year or less receive 100% relief and households earning between \$28,001 and \$45,000 per year received 50% relief on real estate taxes. The combined assets of a household cannot exceed \$120,000.
- Petersburg City has an annual income limit of \$30,000 and a combined household limit of \$60,000 in assets. If a citizen's real estate tax bill is less than \$600 per year, the City will pay ½ of the bill. If the real estate tax bill is over \$600 per year, the City will pay \$300.00.
- Colonial Heights City's exemption follows a range of income scale; annual incomes up to \$22,800 per year receive a 100% real estate tax exemption. The exemption decreases as the annual income increases. The Colonial Heights' scale ends at an annual income level of \$40,000, which receives a 10% real estate tax exemption. Colonial Heights' combined assets cannot exceed \$80,000, with the maximum real estate tax relief one can receive being \$1,600.00.
- Hopewell City has 2 levels of income for real estate tax exemptions: households earning \$18,500 or less receive 100% relief on real estate taxes and households earning \$18,501 to \$32,500 receive 50% relief on real estate taxes. The combined household assets cannot exceed \$100,000, with the maximum relief one can receive being \$850.

In addition, Dinwiddie County Code Section 19-44, *Nullification of Status*, does not currently provide for the proration of a real estate tax exemption upon the sale of a property or death of an owner of a property that is subject to real estate tax exemption. The Virginia State Code allows for such proration. The Commissioner of the Revenue is requesting that the County ordinance be amended to incorporate this change.

**REQUESTED ACTION**

In consideration of the current economy, the Commissioner of the Revenue requests that the Board of Supervisors amend Sections 19-39 and 19-43 of the Code of Dinwiddie County to increase the income levels of real estate tax exemptions to reflect that qualifying households earning \$28,000 per year or less receive 100 % relief on real estate taxes and qualifying households earning \$28,001 to \$35,000 per year receive 50% relief on real estate taxes, and to increase the total combined household asset limit from \$75,000 to \$100,000. The Commissioner also requests that Dinwiddie County Code Section 19-44.1 be added to allow for proration of the real estate property tax exemption due to death or sale of property

Upon motion of Mr. Moody, seconded by Mr. Haraway,

WHEREAS, in accordance with Virginia Code Section 3215, the Dinwiddie County Board of Supervisors desires to enable proration of the real estate tax exemption;

NOW THEREFORE, BE IT RESOLVED that the Dinwiddie County Board of Supervisors does hereby approve the addition of Section 19-44.1, Proration of Real Estate Tax Exemption Upon Death of Qualifying Individual, to the Code of the County of Dinwiddie, Virginia, as presented.

Ayes: Mr. Stone, Ms. Moody, Mr. Moody, Mr. Haraway, Mr. Talmage

Nays: None

**AN ORDINANCE TO AMEND THE  
CODE OF THE COUNTY OF DINWIDDIE, 1985, AS AMENDED,**

**BY ADDING CHAPTER 19, TAXATION, ARTICLE III, REAL ESTATE TAX EXEMPTION  
FOR ELDERLY AND DISABLED PERSONS,  
SECTION 19-44.1. SAME; PRORATED EXEMPTION UPON DEATH OF QUALIFYING  
INDIVIDUAL.**

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

(1) *That Chapter 19 of the Code of the County of Dinwiddie, 1985, as amended, is amended by inserting the following language shown underlined:*

**Sec. 19-44.1. Same; prorated exemption upon death of qualifying individual.**

(a) Notwithstanding Section 19-44 herein, a change in ownership to a spouse or a nonqualifying individual, when such change resulted solely from the death of the qualifying individual, or a sale of such property shall result in a prorated exemption for the then current taxable year.

(b) Such prorated portion shall be determined by multiplying the amount of the exemption by a fraction wherein the number of complete months of the year such property was properly eligible for such exemption is the numerator and the number 12 is the denominator.

(c) The proceeds of the sale which would result in the prorated exemption shall not be included in the computation of net worth or income required by Section 19-39 herein.

(2) *That this ordinance shall become effective January 1, 2009.*

**13.A. OLD / NEW BUSINESS: APPOINTMENTS**

Upon motion of Ms. Moody, seconded by Mr. Stone

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Mr. Lance V. Everett is hereby approved to be recommended to the Circuit Court Judge to be appointed to the Dinwiddie County Board of Equalization, for a term expiring December 31, 2009.

Ayes: Mr. Moody, Mr. Stone, Ms. Moody, Mr. Haraway, Mr. Talmage

Nays: None

Upon motion of Mr. Haraway, seconded by Mr. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Mr. Joseph Battison is hereby approved to be recommended to the Circuit Court Judge to be appointed to the Dinwiddie County Board of Equalization, for a term expiring December 31, 2009.

Ayes: Mr. Stone, Ms. Moody, Mr. Moody, Mr. Haraway, Mr. Talmage

Nays: None

Upon motion of Mr. Haraway, seconded by Mr. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Ms. Frances H. Franck is hereby approved to be recommended to the Circuit Court Judge to be appointed to the Dinwiddie County Board of Equalization, for a term expiring December 31, 2009.

Ayes: Mr. Stone, Ms. Moody, Mr. Moody, Mr. Haraway, Mr. Talmage  
Nays: None

Upon motion of Mr. Moody, seconded by Mr. Haraway,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Ms. Thayer T. Baird is hereby approved to be recommended to the Circuit Court Judge to be reappointed to the Dinwiddie County Board of Zoning Appeals, for a term expiring December 31, 2013.

Ayes: Ms. Moody, Mr. Stone, Mr. Moody, Mr. Haraway, Mr. Talmage  
Nays: None

Before making the following motion Mr. Haraway extended appreciation to Mr. Bryan Cobb for his dedicated service to the Planning Commission for the last four years. He stated that Mr. Cobb is moving out of District 2.

Upon motion of Mr. Haraway, seconded by Mr. Stone,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Mr. Dean M. McCray is appointed to the Dinwiddie County Planning Commission for a term expiring on December 31, 2012.

Ayes: Ms. Moody, Mr. Moody, Mr. Stone, Mr. Haraway, Mr. Talmage  
Nays: None

Upon motion of Mr. Stone, seconded by Mr. Haraway,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that due to Dean McCray's appointment to the Virginia's Gateway Region at an earlier meeting, and although Mr. McCray has not yet attended a meeting of the Virginia's Gateway Region, and due to the fact that he has now been appointed to the Dinwiddie County Planning Commission, that Dean M. McCray not serve on the Virginia's Gateway Region.

Ayes: Ms. Moody, Mr. Moody, Mr. Stone, Mr. Haraway, Mr. Talmage  
Nays: None

Upon motion of Ms. Moody, seconded by Mr. Stone,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Mr. John H. Clements is reappointed to the Dinwiddie County Water Authority for a term expiring December 31, 2012.

Ayes: Mr. Moody, Mr. Stone, Ms. Moody, Mr. Haraway, Mr. Talmage  
Nays: None

Upon motion of Mr. Stone, seconded by Mr. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Mr. Joseph R. Patterson is reappointed to the Dinwiddie County Water Authority for a term expiring on December 31, 2012.

Ayes: Ms. Moody, Mr. Moody, Mr. Stone, Mr. Haraway, Mr. Talmage  
Nays: None

Upon motion of Mr. Stone, seconded by Mr. Haraway,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Mr. Harrison A. Moody is appointed to the Virginia's Gateway Region for a term expiring September 30, 2009.

Ayes: Ms. Moody, Mr. Stone, Mr. Haraway, Mr. Talmage  
Nays: None  
Abstain: Mr. Moody

Upon motion of Mr. Moody, seconded by Mr. Stone

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Ms. Willadean C. Harrison is reappointed to the District 19 Chapter 10 Board for a term expiring December 31, 2011.

Ayes: Ms. Moody, Mr. Stone, Mr. Moody, Mr. Haraway, Mr. Talmage  
Nays: None

#### **14. CITIZEN COMMENT**

Before opening the citizen comment period, the Chair read the following statement.

*The Board of Supervisors desires to provide an opportunity for citizens to express their views on matters pertaining to Board issues that are not listed under the Public Hearings portion of this meeting. It is for that purpose the citizens comment period is provided. This time is not intended to be a question and answer period or time for dialogue with Board members or staff. Citizens desiring to address the Board must sign up prior to the commencement of the meeting. Comments must be confined to matters germane to the business of the Board. Citizens should address the Board with decorum. Loud, boisterous or disruptive behavior, obscenity and vulgarity should be avoided; as well as other words or acts tending to invoke violence or deem to be a breach of the peace. Please do not forget that all comments shall be directed to the Board Chair.*

The Chair opened the citizen comment period.

1. Joe Hoggood- 4306 Sunset Drive – stated that for the last two years he had been in contact with Mr. Massengill, County Administrator, regarding Food Lion in Westgate Shopping Center. He said the customers had been allowing shopping carts to go down into Franklin Street. He said he had contacted the regional manager of Food Lion and asked that something be done. Mr. Hoggood asked that the Board direct the County Attorney to file suit against Westgate Shopping Center to force them to install a chain link fence on the Franklin Street side of their property so there would be no problem with shopping carts becoming a traffic hazard on Franklin Street.

2. Robert E. Hoyle – 22717 Old Vaughn Road – spoke again to the reassessment issue. He said that after listening to information presented at the 3:00 p.m. portion of the meeting, he said it was obvious to him that there were serious inconsistencies in the reassessment methods used – especially in acreage tracts zoned as agricultural or timberland.
3. Ronald R. Seagrave – 10860 Quaker Road – spoke in opposition to the reassessment. He said that during the hearings nothing was in writing as to what was being said. He said that people were told different things during the hearings but there was no way to prove it.

*There were several other citizens who had signed up to speak under the citizens comment period, but stated that they had signed the wrong sheet (they had meant to sign up to speak under public hearing). They chose not to speak at this time.*

*Also, a petition was handed to the clerk that had been signed by 16 citizens in opposition to the reassessment.*

As no one else was signed up to speak, the Chair closed the citizen comment period.

#### **15. ADJOURNMENT**

Upon motion of Mr. Stone to adjourn, seconded by Ms. Moody,

Ayes: Mr. Moody, Ms. Moody, Mr. Stone, Mr. Haraway, Mr. Talmage

Nays: None

The meeting was adjourned at 7:45 p.m.

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John V. Talmage  
Chairman

ATTEST: \_\_\_\_\_  
W. Kevin Massengill  
County Administrator  
Clerk to the Board

/wjn