

VIRGINIA: AT THE REGULAR MEETING OF THE DINWIDDIE COUNTY BOARD OF SUPERVISORS BOARD MEETING ROOM OF THE PAMPLIN ADMINISTRATION BUILDING IN DINWIDDIE COUNTY, VIRGINIA,, ON THE 28TH DAY OF APRIL, 2009 AT 3:00 P.M.

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

ADMINISTRATION

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

NOTE: At 7:00 p.m. the meeting was moved to the Dinwiddie County High School Auditorium

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

ROLL CALL

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

4. AMENDMENTS TO AGENDA

W. Kevin Massengill stated that there were two items that needed to be added to the agenda under Closed Session: under §2.2-3711 (A) (1) Personnel Matters: Personnel – Division of Fire and EMS; §2.2-3711 (A) (7) Legal Consultation: Contract Negotiations.

Upon motion of Mr. Talmage, 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. Stone, Mr. Talmage, Mr. Moody, Mr. Haraway
Nays: None

5.A. CONSENT AGENDA: APPROVAL OF MINUTES FOR FEBRUARY 17, 2009 REGULAR MEETING

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the February 17, 2009 Regular Meeting Minutes are approved.

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

CONSENT AGENDA: APPROVAL OF MINUTES FOR FEBRUARY 24, 2009 SPECIAL MEETING

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the February 24, 2009 Special Meeting Minutes are approved.

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

CONSENT AGENDA: APPROVAL OF MINUTES FOR MARCH 9, 2009 SPECIAL MEETING

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the March 9, 2009 Special Meeting Minutes are approved.

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

5. B. CONSENT AGENDA: CLAIMS

Upon motion of Mr. Stone, 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. Talmage, Ms. Moody, Mr. Stone, Mr. Moody, Mr. Haraway
 Nays: None

CLAIMS	March 13, 2009	March 20, 2009	March 27, 2009	Apr 3, '09	Apr 3, '09	Apr 10 '09	Apr 10 '09	Mar 9, 2009 Payroll	Mar '09 Payroll	TOTALS
	VOID 1067954	VOID 1068035	Void 1068152	Void 1068231	Medical Ctr 1007	Medical Ctr 1008	Void 1068342	No Void 1067953	Void 1068155	
	1067955-1068033	1068036-1068151	1068153-1068154	1068232-1068341			1068343-1068411		1068156-1068230	
101 - General Fund	\$208,348.22	\$322,857.54		\$343,191.39			\$80,973.20	\$119.86	\$886,315.39	\$1,841,805.60
103 - Jail Commission		\$29.90		\$231.77						\$261.67
105 - Playground Equipment										
202 - Medical Center					\$554.08	\$766.00				\$1,320.08
209 - Litter Grant Fund										
210 - Community Developmt							\$6,500.00			\$6,500.00
226 - Law Library										
228 - Fire Programs & EMS	\$8,016.08	\$2,087.57		\$726.48						\$10,830.13
229 - Forfeited Asset Sharing Program	\$4,044.27			\$1,024.00			\$171.96			\$5,240.23
301 - School Construction		\$126,462.13								\$126,462.13
305 - Capital Projects Fund	\$4,712.88	\$58,435.55	\$31,415.00	\$41,961.93			\$39,752.54		\$12,494.34	\$188,772.24
401 - County Debt Service	\$31,809.98	\$2,500.00		\$57,168.53			\$30,675.98			\$122,154.49
3-101 - Revenue	\$100.00	\$100.00					\$100.00			\$300.00
TOTALS	\$257,031.43	\$512,472.69	\$31,415.00	\$444,304.10	\$554.08	\$766.00	\$158,173.68	\$119.86	\$898,809.73	\$2,303,646.57

5. C. CONSENT AGENDA: SCHOOL BOND REQUISITIONS FROM PROJECT FUND: HS-49 ; ES-52; FH-05

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, April 7 2009

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$138,141.33 from the VPSA 2007 Bonds, is approved.

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

No. HS -49

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: April 7, 2009

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>
\$ 135,764.08	Kenbridge Construction Co., Inc.	Application for Payment No. 33
\$ 1,100.00	Froehling & Robertson, Inc.	Construction Testing Services
\$ 1,277.25	John M. Warren, Inc.	Equipment – Traffic Cones
\$ 138,141.33	TOTAL OF THIS REQUISITION	

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$15,300.00 from the VPSA 2007 Bonds is approved.

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

No. ES- 52

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: April 7, 2009

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>
\$ 15,000.00	Kenbridge Construction Co., Inc.	Application or Payment No. 31
\$ 300.00	Virginia Department of	Virginia Stormwater

\$ 15,300.00 TOTAL OF THIS REQUISITION

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$17,200 from the VPSA 2007 Bonds is approved.

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

No. FH-05

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: April 7, 2009

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>
\$ 17,200.00	Kenbridge Construction Co., Inc.	Architectural Services
		\$4,000.00 – Additional Survey
		\$5,400.00 – Underground Utility Locator
		\$7,800.00 – Wetlands Permitting

\$ 17,200.00 TOTAL OF THIS REQUISITION

5. D. CONSENT AGENDA: HEALTH AND DENTAL INSURANCE RENEWAL

The Board received the information below from Gail Vance, Director of Human Resources.

BACKGROUND

In 2007 the County sent out a Request for Proposal (RFP) to secure Health and Dental Insurance for county employees. Anthem was selected under the RFP #07-031907-01. However, due to current budget constraints, this plan year's (2009-2010) premium increases will be passed directly to the employees. Consequently, the County has decided to change the plan offerings under this RFP in an effort to be more cost effective for County employees.

The 5-tier rates (Employee, Employee & Child, Employee & Children, Employee & Spouse, and Family) are attached for the Board's review of Anthem's fully-insured plans that will become effective on July 1, 2009 through June 30, 2010. In addition, please see an attached spreadsheet for the break-out comparable rates for both plan years 2008-2009 and 2009-2010.

REQUESTED ACTION

The requested action of the Board is to approve Anthem's Health and Dental Insurance Renewal of Contract under RFP #07-031907-01 for plan year July 1, 2009 through June 30, 2010.

	KC200	HK 20 OA	HK 25	DENTAL
Employee	\$443.90	\$371.01	\$344.16	\$26.89
Emp & Child	\$758.60	\$634.04	\$588.15	\$45.72
Emp & Children	\$901.73	\$753.66	\$699.11	\$54.59
Emp & Spouse	\$987.60	\$825.44	\$765.68	\$59.71
Family	\$1,431.32	\$1,196.29	\$1,109.70	\$86.60

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

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia does hereby approve the Anthem Health and Dental Insurance renewal Contract under RFP #07-031907-01; and

BE IT FURTHER RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize W. Kevin Massengill, County Administrator, to execute the necessary documents to award the renewal contract for Anthem Blue Cross and Blue Shield in accordance with the terms outlined in the proposed contract document.

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

Nays: None

6.A. REPORTS: DEPARTMENT OF TRANSPORTATION

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

1. SSYP Update – The funding distribution for the FY 10-15 SSYP has been received. The dollars have been distributed. A copy of the update SSYP is attached. Is a work session needed? We will need to set a date for the public hearing for a joint SSYP and budget year review. (Note: The SSYP 07-12 showed a projected allocation in FY 2010 of \$784,764. The attached SSYP shows FY 10 to have an allocation of \$391,268. The FY 07 allocation in the SSYP 07-12 was \$1,189,567.)
2. A second contract for pothole repair on I-85 is scheduled to begin in July. The ongoing pothole patching contract is scheduled for completion in September. As part of that project, guardrail installation is going on SB.

A public hearing for the Secondary Six-Year Plan will be scheduled.

Maintenance Issues:

Mr. Stone asked if VDOT had checked on the tearing up of Brills Road at Continental, and whether the logging company is responsible. He said that at the intersection of Route 40 and Whitmore is a laydown area where a great deal of gravel was left after Whitmore was repaved. He stated that Lenny Road looks very good.

Mr. Varney responded that unfortunately VDOT will have to go back to fix the road when they are finished as it is a public road and they have the right to use it. He stated that the logging company has the legal right to use the road. Mr. Varney stated that he would check on the gravel that had been left. He thought the contractor had left it.

Ms. Moody asked Mr. Varney whether he had found out anything else about Booth Road – whether more gravel could be put down.

Mr. Varney replied that should have already been done. He stated he would check on it.

There were no further maintenance issues discussed.

7.A. ACTION ITEMS: RESOLUTION: LAW ENFORCEMENT WEEK / PEACE OFFICER'S MEMORIAL DAY

W. Kevin Massengill, County Administrator, stated that the County had received a request from Mrs. L. Epstein, a surviving wife of a police officer who was killed in the line of duty, for the county to recognize National Peace Officers' Week / Peace Officer's Memorial Day. He stated that Administration and the Board Chair felt this was very deserving of recognition.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the resolution declaring May 11-15, 2009 as Law Enforcement Week; and May 15, 2009 as Peace Officers' Memorial Day in Dinwiddie County is approved as stated.

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

**LAW ENFORCEMENT WEEK
(MAY 11 – 15, 2009)**

**PEACE OFFICERS' MEMORIAL DAY
(MAY 15, 2009)**

WHEREAS, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police week; and

WHEREAS, law enforcement members of the Dinwiddie County Sheriff's Office play an essential role in safeguarding the rights and freedoms of neighborhoods and communities; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of the Sheriff's Office, and that members of that office recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the Sheriff's Office of Dinwiddie County unceasingly provide a vital public service; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of Dinwiddie County calls upon all citizens of the County and upon all patriotic, civic and educational organizations to observe the week of May 11, 2009, as Law Enforcement Week with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

BE IT FURTHER RESOLVED, by the Board of Supervisors of Dinwiddie County, Virginia, that May 15, 2009 be observed as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes; and

NOW, THEREFORE BE IT RESOLVED, that the Dinwiddie County Board of Supervisors does hereby recognize **May 11 – 15, 2009 as Law Enforcement Week**; and **May 15, 2009 as Peace Officers' Memorial Day** in Dinwiddie County, and call this observance to the attention of all our citizens.

7.B. ACTION ITEMS: BUSINESS APPRECIATION WEEK

Tammie J. Collins, Division Chief of Planning and Community Development presented the resolution below to the Board.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the resolution declaring May 10-16, 2009 as Business Appreciation Week is approved as stated.

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

BUSINESS APPRECIATION WEEK 2009

WHEREAS, Governor Timothy M. Kaine has recognized May 10-16, 2009 as **BUSINESS APPRECIATION WEEK** in the **COMMONWEALTH OF VIRGINIA**, and called this observance to the attention of all citizens; and,

WHEREAS, Virginia and its localities recognize the many charitable, civic, and philanthropic contributions made by businesses and support their involvement in sustaining communities; and

WHEREAS, the citizens of the County of Dinwiddie benefit from the positive outcomes that voluntary financial, in-kind and service donations by Virginia businesses bring to worthy causes; and

WHEREAS, the County of Dinwiddie has joined the Commonwealth in developing a supportive business climate to encourage investment, job growth and community involvement; and

WHEREAS, businesses in the County of Dinwiddie play a significant role in growing the economy of the Commonwealth and in nurturing charitable and civic organizations; and

WHEREAS, Business Appreciation Week increases public awareness of the valuable contributions that businesses make in our community.

NOW, THEREFORE, We, Board of Supervisors of the County of Dinwiddie, do hereby recognize May 10-16, 2009 as **BUSINESS APPRECIATION WEEK** in the **COUNTY OF DINWIDDIE**, and call this observance to the attention of all our citizens.

7.C. ACTION ITEMS: EMPLOYEE RECOGNITION

Gail F. Vance, Director of Human Resources presented the resolution below to the Board.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the resolution to observe May 4 – 10, 2009 as Public Service Week is approved as stated.

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

Nays: None

VIRGINIA PUBLIC SERVICE WEEK

WHEREAS, the citizens of the Commonwealth are served every day by state, and local public servants who do the work that keeps our state moving forward; and

WHEREAS, state and local public servants at all levels provide numerous public services that improve Virginians' quality of life in such areas as education, technology, public safety, medical care, transportation, economic development and natural resources; and

WHEREAS, state and local entities provide the public with copious resources and assistance opportunities, and thousands of state and local employees are expert at educating Virginians and helping them utilize the public service programs designed to strengthen our great Commonwealth's families and communities; and

WHEREAS, Virginia Public Service Week is set aside each year to recognize our Commonwealth's state and local government agency employees for their outstanding service to the citizens of Virginia, and awards will be given this year to those employees who have consistently performed beyond the expectations of their employers, co-workers, and the general public;

NOW, THEREFORE BE IT RESOLVED, by the Board of Supervisors of Dinwiddie County, Virginia to recognize **May 4-10, 2009** as **VIRGINIA PUBLIC SERVICE WEEK** in Dinwiddie County, and we call this observance to the attention of all our citizens.

7. D. ACTION ITEMS: EMERGENCY NOTIFICATION SYSTEM

The Board received the information below from Dennis Hale, Division Chief of Fire and EMS.

BACKGROUND

In the spring of 2008 Dinwiddie County Fire & EMS proposed a project to purchase and install an Emergency Telephone Notification System. These systems are more commonly referred to as "Reverse 911". The system is designed to make prompt notifications to County citizens and employees through multiple communication devices in the event of an impending or actual emergency situation. It also has the capability to deliver to and collect from citizens, vital information that can aid County emergency management staff in responding appropriately to citizen needs. This system can also be used by the County for non emergency communications and information sharing with citizens and employees since it provides a tiered, secure user access system and unlimited outgoing call usage. Another key feature to this type of system is that the County does not purchase, maintain or replace any hardware, software or phone line capability.

This system was procured through an RFP issued by the County and received on November 6, 2008. There were 10 respondents to the RFP. The responses were narrowed to a list of three which were brought in for interviews and product demonstrations. Following those interviews the selection committee selected Blackboard Connect as the most responsive and began negotiations with them. A best and final offer was received from Blackboard Connect in the amount of \$24,750.00 (\$2.25 per address) for initial set up, staff training and one year of unlimited service with a subsequent 4 years of service to cost \$24,200.00 each.

Blackboard Connect would begin data installation and training by May 1, 2009 with the intention of a "go live" date for the system of July 1, 2009. Following installation, training and testing the Division of Fire & EMS will initiate a public information campaign to educate citizens about the system, its uses and how to access their accounts for updating.

Attached is a proposed contract for your review.

LAST BOARD ACTION

This expenditure was approved in the FY 2008/09 budget, which was adopted by the Board of Supervisors on May 20, 2008. It is shown in line item #31400-5230 Telecommunications with funds allocated in the amount of \$34,000.00.

CONTRACT NEGOTIATIONS

In the original RFP the bid for 11000 addresses was for \$27,500.00 or \$2.50 per address. After recognizing the need to cut costs in the project due to budget constraints, the Procurement Office contacted Blackboard Connect for a best and final offer. The price of the service was reduced to \$2.25 per address or \$24,750.00.

REQUESTED ACTION

The requested action from the Board is to approve the purchase of the Blackboard Connect, Inc. Emergency Telephone Notification System through the following resolution:

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

WHEREAS, in the FY 2008-09 Approved Budget funds were allocated to the Division of Fire & EMS for the purchase of an Emergency Telephone Notification System, and

WHEREAS, staff have received and reviewed proposals and determined that Blackboard Connect, Inc. has submitted the best proposal, and

WHEREAS, the price of the proposal is within the amount appropriated to the Division of Fire & EMS for the project, and

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby approve the purchase of the Emergency Telephone Notification System from Blackboard Connect, Inc. and

BE IT FURTHER RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize W. Kevin Massengill, County Administrator, to execute the necessary documents to award the contract for an Emergency Telephone Notification System to Blackboard Connect, Inc. in accordance with the terms outlined in the proposed contract document.

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

EMERGENCY TELEPHONE NOTIFICATION SYSTEM

The Agreement is made this 7th day of January, 2009, by and between **Blackboard Connect Inc.** (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, pursuant to the Virginia Public Procurement Act, County solicited proposals for an Emergency Telephone Notification System; and

WHEREAS, Contractor submitted a proposal for same, consistent with the scope of services in the Request For Proposals; and

WHEREAS, Contractor was selected as fully qualified, responsible and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP, and has made the best proposal; and

WHEREAS, County has selected Contractor's **Connect-CTY**[®] service (the, "Service") to provide an Emergency Telephone Notification System according to the requirements in the Request For Proposals;

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

- Incorporation by Reference.** County's Request For Proposals (RFP #30-09, release date October 17, 2008), including all related appendices and addenda; Contractor's proposal response in its entirety dated November 3, 2008; and Contractor's best and final offer dated December 29, 2008 are made a part hereof as if the same were fully set forth. If any discrepancies arise between County's Request For Proposals and Contractor's proposal response, Contractor agrees to abide by County's Request For Proposals.

Time of Performance. The initial term of this contract is twelve (12) months, beginning July 1, 2009 and continuing through June 30, 2010 with County's option to renew annually under the terms and conditions of this contract for up to four (4) additional twelve (12) month periods, with written notification to the Contractor sixty (60) days prior to the expiration date of the then-current term. This contract and any renewals of this contract are subject to the availability of funds and annual appropriations by the Board of Supervisors. Contractor agrees to perform services and provide products as requested by the County.
- Costs/Contract Prices.** Contractor agrees to provide an Emergency Telephone Notification System required pursuant to this Contract and shall bill for services at **TWENTY-FOUR THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$2.25 per address for 11,000 addresses)** for the period July 1, 2009 to June 30, 2010.

Upon request, Contractor shall permit the County to inspect Contractor's records. Payment shall be made to Contractor at its Sherman Oaks, California office within thirty (30) days after receipt of correct invoice.

- 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:

Blackboard Connect Inc.
Attn: Phillip Huff, Controller
15301 Ventura Blvd., Building B, Suite 300
Sherman Oaks, California 91403
818-808-1722

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

5. **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

- 1) Workers' Compensation - Statutory requirements and benefits.
Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 - 2) Employer's Liability - \$100,000.
 - 3) Commercial General Liability - \$1,000,000 per occurrence.
Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
 - 4) Automobile Liability - \$1,000,000 per occurrence.
 - 5) Umbrella Liability - \$1,000,000 per occurrence.
6. Termination
- (a) Termination for Cause. Either party can terminate the Agreement in the event of a material breach by the other, which breach remains uncured for thirty (30) days following written notice to the breaching party. In the event of a termination by the County for an uncured material breach, the County will receive a prorated refund of monies paid but not utilized hereunder.
 - (b) Termination for Convenience. The County can terminate this Agreement for convenience by giving the Contractor thirty (30) days prior written notice of termination, provided, however, that in the event of any termination for convenience by the County, the County will not be entitled to refund of the services fees paid for the annual term in which the termination for convenience occurred, and any outstanding amounts payable in such annual term will become due immediately. Late fees on unpaid amounts may be assessed at the lesser of 1.5% per month or the maximum allowable rate under applicable law.
 - (c) **Effect of Termination.** In the event of termination or expiration of this Agreement, the County will: (i) immediately discontinue access to and/or use of the Service under this Agreement; (ii) pay to the Contractor all amounts due and payable under this Agreement; and (iii) return all documentation and related training materials to the Contractor within a reasonable time at the County's cost and immediately disable any embedded link(s) to the Web Portal. Any termination of this Agreement will not affect any rights or liabilities of either party that accrued prior to such termination. Sections 2, 4, 6, 7, 8 and 9 will survive the expiration or termination of this Agreement for any reason.
7. **Assignment.** Neither party may assign the contract without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement without the other party's prior written consent to any entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale or otherwise; provided, however, that in the event of such an assignment, the assigning party will provide notice of such assignment to the non-assigning party and the non-assigning party shall have the right to terminate this Agreement within thirty (30) days of the date of such notice of assignment, such termination to be effective upon thirty (30) days notice to the assigning party. Any assignment made in conflict with this provision shall be void

subject to the foregoing, and this Agreement shall benefit and bind the permitted successors and assigns of the parties.

8. **Audit.** The County will have the right to audit the Contractor's records as they pertain to the provision of the Service to the County subject to the following conditions:
 - (a) Access to records will be permitted to the extent of records that pertain to the provision of service to the County;
 - (b) The County will provide reasonable notice of its intent to access and will attempt to schedule such audit and access so as to not unnecessarily interfere with the operations of Contractor; and
 - (c) Such access will be granted only during normal business hours and no more frequently than once in each calendar year.

9. **Indemnification.** Subject to the limitation below, the Contractor will indemnify, defend and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage resulting from litigation by a third party against County arising out of, or in connection with an uncured breach of warranty under this Agreement by Contractor, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. Notwithstanding the foregoing, in no event will either party, its officers, or employees, be liable for any indirect, punitive, reliance, special, consequential, or other similar damages of any kind or nature whatsoever, suffered by the other party or any third party (including without limitation, business interruption, downtime, or any use of, or failure to use the Service), arising out of this Agreement or the transactions contemplated hereby, even if a party has been advised of the possibilities of such damages or should have foreseen such damages. Except for intentional or willful acts, under no circumstances will the aggregate liability of the Contractor to the County or any third party arising out of or related to this Contract or the provision of the Service, exceed the aggregate fees paid by the County to the Contractor under this Contract during the 12 month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort or otherwise. The existence of multiple claims will not enlarge this limit. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Contract have been breached or have proven ineffective. Nothing contained in the foregoing limits or excludes the liability of the Contractor for liability which cannot be excluded by law. Notwithstanding anything contained herein to the contrary, the County shall be responsible for all claims and damage resulting from misuse of the Service by the County or its users including reimbursement of any expenses incurred by the Contractor in defending claims arising from such misuse. To the extent permitted by Virginia State law, each party shall reimburse to the other all reasonable costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation by a third party against the non-breaching party in which the breaching party is obligated to indemnify, defend and hold harmless the non-breaching party under the Contractor provided that the indemnifying party shall have the option to direct the defense of such litigation.

10. **Confidentiality.** Contractor does not rent, trade, or sell data to third parties, and will only disclose information as necessary to comply with applicable laws and government orders or to operate or maintain the Service. Each Party agrees to maintain the confidentiality of the other Party's confidential information with no less than a reasonable degree of care. Contractor's "Confidential Information" shall include, but is not limited to, recipient contact data provided by Contractor, the Service and all documents relating to the provision of Service including but not limited to training manuals and user guides. Each Party agrees to limit access to the Confidential Information to those of its employees and other parties who have a business need for the access and who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information.

11. **Ownership.** Nothing in the Contract grants or transfers to the County any ownership rights in the Service or materials pertaining to the provision of the Service. The County acknowledges and agrees that the Service, the data provided by the Contractor, training guides and all other materials pertaining to the use of the Service are not purchased or developed with County funds. The County is expressly prohibited from reproducing, modifying, duplicating, copying, making derivative works, publicly displaying, or otherwise exploiting, in whole or in part, the

member pages of the Confidential Information, without the express written permission of Contractor's Legal Department.

12. **Privacy Policy and Acceptable Use Policy.** The County agrees to comply with the then current Acceptable Use Policy and Privacy Policy (**collectively, the "Policies"**) (which can be found at the Contractor's Website located at www.blackboardconnect.com ("**Blackboard Connect Website**"), as amended from time to time. In the event of an express conflict between the terms of the Contract and the terms of the Policies, the terms of the Contract will prevail.
13. **Representations and Obligations.** The County represents and warrants that: (a) it will comply with all applicable laws and regulations in its use of the Service, and the content and transmission of its messages using the Service; (b) it will use best efforts in providing accurate and complete data for its employees and staff ("**County Data**") and such data will reside and come from the United States; (c) it has met all legal requirements in providing, and using, the County Data, in connection with the Service, including, but not limited to, obtaining requisite consents to call intended contacts (**each, a "Recipient"**); (d) it will maintain the confidentiality of its password and account information, and agrees to notify Contractor in the event of an actual or suspected unauthorized access to its account, or if it loses its account information; (e) it will have in place primary safety and emergency response procedures in the event of an emergency (including without limitation, notifying 911 or equivalent, fire, police, emergency medical, and public health, collectively, "**First Responder Services**"); (f) it will not subject Contractor to any regulations or laws due to the import of certain data; (g) it will not send messages to Recipients who have opted out of receiving messages from the County; (h) it will not use the Service in combination with products or services not provided by the Contractor or in a manner for which the Service was not designed, which would cause the Service to infringe on a third party intellectual property right; and (i) it will only use the data provided by the Contractor ("**Contractor Data**") to contact individuals pursuant to the use of the Service and is prohibited from downloading or making copies of such Data. Any search and on-screen display functionality is restricted to resolving incidents or assisting an individual or business entity inquiring about the use of its information pursuant to the Service.
14. **Maintenance and Support.** Contractor will provide training to educate the County on how to send messages, receive reports, and other aspects of the operation of the Service. The Contractor will provide the County with unlimited maintenance and support (client care and technical support), on a twenty-four (24) hour, seven (7) days a week basis, throughout the life time of the Agreement.
15. **Warranty.** The Contractor represents and warrants that the Service will perform in a commercially reasonable and professional manner and will conform substantially to its response to RFP#30-09. The Contractor will use commercially reasonable efforts to assure that the Service remains available for access by County on a 24/7/365 basis, excluding maintenance and events outside the reasonable control of the Contractor. In the event that the Service fails to comply with the above warranty, the County shall promptly inform the Contractor of such fact, and Contractor upon receipt of such notice and at its expense, will use commercially reasonable efforts to correct any verifiable errors (by repair, replacement or re-performance) so that the Service complies with such warranty as soon as possible, but not more than thirty (30) days after written notice from the County ("**Cure Period**"). The Contractor will have no obligation with respect to the foregoing limited warranty to the extent that the error or noncompliance was caused, in whole or in part, by the negligence or improper use of the Service by the County or a third party, or a breach by the County of its obligations under this Agreement. Nor will the Contractor be responsible for delays, errors, failures to perform, interruptions or disruptions in the services contemplated under this Agreement caused by or resulting from any act, omission or condition beyond the Contractor's reasonable control, whether or not foreseeable or identified, including without limitation, transmission errors or corruption or security of information carried over telecommunication lines, failure of digital transmission links, hostile network attacks or network congestion, or acts of God, strikes, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disaster or the County's, or any third party's applications, hardware, software or communications equipment or facilities.

Except as stated above, the SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES RELATING TO THE SERVICE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND DATA ACCURACY. In the event of the Service's failure to perform to industry standards or in compliance with this Agreement or RFP#30-09, the County's sole remedy shall be to terminate the Agreement. The County acknowledges and agrees that the Service is not intended, nor designed, for use in high risk activities, or in any situation where failure of the Service could lead to death, personal injury, or damage to property, or where other substantial damage could result if an error occurred such that the primary recourse of the County in the event of any actual or potential threat to person or property should be to contact First Responder Services and accordingly, the Service is not intended to replace First Responder Services, or intended to be used for communicating with, or replace notification to, or interoperate directly with, First Responder Services, which should have already been notified and deployed prior to using the Service.

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

8. CITIZEN COMMENTS

The Chair opened the citizen comments period.

1. David Dudley – 25907 Smith Grove Road – Petersburg – stated that there is a new Boy Scout Troop – Troop 185 has been reactivated. He stated that he had a problem with one member of the Board not paying taxes on time. He spoke in opposition to the proposed tax rate.
2. Anne Scarborough – Dinwiddie – reminded the Board that *all* businesses in the county should be recognized. She stated that she hoped that all contracts would be looked at clearly.

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, discussed the following: he asked Mr. Dudley to send him any information regarding the new Boy Scout Troop so that it could possibly be put on the cable community channel; the budget ad will be completed the next day based upon the new tax rate that will be decided upon at tonight's meeting; the public hearing for the budget will be Tuesday, May 12th at the Dinwiddie County High School Auditorium; the budget will be adopted at the regular Board of Supervisors meeting on May 19th; he addressed questions regarding the hours of operation at Eastside Enhancement Center, and stated that the County is trying to better staff the Center based on peak usage – Monday-Thursday; 11:00 – 8:00 p.m. (County staff arrives at 10:30 am. – 8:30 p.m.); Friday's are closed for programs, however, it is open for Dinwiddie Diamonds and Glory Bound Singers so those activities can continue to take place; the Center is closed on Saturdays (Sundays it has always been closed); library hours remain the same currently as it is run independently; the Dinwiddie bus service is up and running – 95% of the funds associated with this endeavor are provided from the State, Dinwiddie County was approached for connectivity – Dinwiddie's cost is approximately \$8,000 (the Board has the opportunity to review after this year); the first Friday of every month at 7:30 a.m. at Dinwiddie County Airport the Office Economic Development and Dinwiddie County Chamber of Commerce have partnered to have what is being called "Chamber Chats" to discuss directly with County employees and some of the businesses in the community issues that affect their businesses; Commerce Park Road is under construction and on schedule; cell phone usage that was addressed in the efficiency review – May 15th decision as to which public safety staff will lose cell phones; he thanked Karen Wilmoth and her family for their donation of the Arbor Day tree for 2009.

10. BOARD MEMBER COMMENTS

Mr. Moody stated that it is important to get the word out about the bus service.

Ms. Moody stated that after careful thought and consideration, prayer and talking to many citizens, she had decided to vote 'yes' to lower the tax rate from \$.87 to \$.68 for one year only.

Mr. Stone stated he had requested a date for the Rowanty meeting and he asked Mr. Massengill if a date had been established as yet.

Mr. Massengill replied that he had expressed that concern to the School Superintendent. The Superintendent's preference was to have the meeting in the Fall. Mr. Massengill stated further that he had expressed the Board's desire to have that meeting in a more expeditious timeframe. He has not heard anything.

Mr. Stone stated that four months have passed in requesting a meeting. He suggested that the County schedule the meeting and invite the School Board. He also asked for an update of the high speed rail at next month's Board meeting (information only – not a report).

It was the consensus of the Board to expedite that meeting.

Mr. Haraway stated that there some discussion about a month ago about Mr. Blair receiving compensation as a lobbyist. He stated that the Board has received a letter from the Virginia Public Access Project apologizing and stating that it was in error. He said if anyone was interested he would provide a copy of the letter.

11. CLOSED SESSION:

At 3:45 p.m. upon motion of Mr. Moody, seconded by Mr. Stone,

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

- a. §2.2-3711 (A) (1) Personnel Matters
 - Personnel
 - Sheriff's Office
 - Fire & EMS
 - Appointments
 - Petersburg Area Regional Tourism
- b. §2.2-3711 (A) (5) Business and Industry Development:
 - Prospective Business & Industry
 - Project Green
- c. §2.2-3711 (A) (7) Legal Consultation:
 - Subdivisions
 - Appointments
 - Contract Negotiations

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

Nays: None

At 6:00 p.m. upon motion of Mr. Stone, seconded by Ms. Moody, the Board reconvened into open session.

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

Nays: None

CERTIFICATION

WHEREAS, this Board convened in a closed meeting under:

- a. §2.2-3711 (A) (1) Personnel Matters
 - Personnel
 - Sheriff's Office
 - Fire & EMS
 - Appointments
 - Petersburg Area Regional Tourism

- b. §2.2-3711 (A) (5) Business and Industry Development:
 - Prospective Business & Industry
 - Project Green
- c. §2.2-3711 (A) (7) Legal Consultation:
 - Subdivisions
 - Appointments
 - Contract Negotiations

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. Moody, seconded by Mr. Talmage, this Certification Resolution was adopted.

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

The following was discussed in open session: a citizen concern about shopping carts at Food Lion ending up in the street - it appears some individuals locally take the carts and don't return them to Food Lion; a citizen's desire to have extended time during citizen comment.

It was the consensus of the Board that the citizen comment period of three minutes per citizen could not be extended to twenty minutes for only one individual. There was consensus that all citizens who signed up before the meeting would have an allotted time of three minutes to speak during citizen comment period.

Upon motion of Mr. Talmage to recess, seconded by Mr. Moody,

The meeting was recessed at 6:25 p.m., to be reconvened at the Dinwiddie County Auditorium at 7:00 p.m.

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

7:00 P.M. – PUBLIC HEARING

The Chair reconvened the meeting at the Dinwiddie County High School Auditorium at 7:00 p.m., followed by the roll call.

ROLL CALL

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

12. A. PUBLIC HEARING: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION (JAG)

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

The Chair opened the public hearing in this matter.

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

BACKGROUND

Dinwiddie County was recently allocated \$37,290 through the Edward Byrne Memorial Justice Assistance Grant program, which was authorized for law enforcement expenditure by the American Recovery and Reinvestment Act of 2009. The \$37,290 allocation was based on Dinwiddie's and Virginia's violent crime statistics and expenditures. In order to receive these funds, the county must submit an application for the funds which has been

approved by the Board of Supervisors and commented upon by the public. The application must also explain the proposed use of the funds, which the Sheriff has determined to be the purchase of traffic radar and surveillance equipment (see attached project narrative). The application submission deadline is May 18, 2009.

Project Narrative:

Dinwiddie Sheriff's Office in the past year has been in a position where traffic radar equipment is unable to be repaired and in need of replacement – some of the equipment is no longer in production and parts are scarce. The department would like to replace unserviceable equipment and replace other equipment with units that are more technologically advanced.

The Sheriff's Office would like to have the capability of tracking a vehicle as it moves through the county using GPS as several incidents have come to be where an undercover officer was not able to be tracked while buying illegal drugs or stolen items. Along the same incidents, confidential informants have been sent in to purchase drugs and stolen property, and yet we have not been able to monitor the transaction. The department is seeking the opportunity to purchase the equipment to fill these gaps in our surveillance equipment.

LAST BOARD ACTION

At the April 7, 2009 Board of Supervisors budget workshop, Sgt. Ken Howerton presented the grant application to the Board for their review. He briefly explained the grant process and proposed use of the funds. The Board gave their consent to proceed with the application and to advertise for public comment at the April 28th meeting.

REQUESTED ACTION

In order to fulfill the grant application requirements, public comment is requested at this time.

There was no action required by the Board.

12. B. PUBLIC HEARING: PROPOSED ORDINANCE AMENDMENT OF DINWIDDIE CODE SECTION 19-2, CHAPTER 19, TAXATION, ARTICLE I, IN GENERAL, SECTION 19-2

The Board received the memo below from John C. Blair II, County Attorney, and William E. Jones, Treasurer.

The Chair opened the public hearing in this matter.

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

Dinwiddie Code Section 19-2, *Due date for taxes on real estate, tangible personal property and machinery and tools; penalty and interest on delinquencies*, provides for the payment of county taxes on real estate, tangible personal property, and machinery and tools in two installments. The first installment is due on or before June 5 of the taxable year, and the second installment is due on or before December 5 of the taxable year.

The public hearing and vote on the 2009 real property tax rate are being held much later than usual. This will delay the printing and mailing of the tax tickets by the treasurer. Code of Virginia, § 58.1-3912 requires the treasurer to mail the tax tickets no later than 14 days prior to the date the taxes are due.

In order to assure compliance with Code of Virginia, § 58.1-3912, the County Treasurer requests the Board of Supervisors adopt the proposed ordinance, which would extend by ten days, from June 5, 2009 to June 15, 2009, the due date for the first installment of 2009 county taxes only. The due date for the second installment of those county taxes would remain December 5, 2009. In addition, all county taxes payable in future years would remain payable in two installments, on or before June 5 and on or before December 5 of each taxable year. Such change is permitted by Code of Virginia, § 58.1-3916, which permits the Board by ordinance to establish due dates for the payment of local taxes.

Staff recommends approval of the attached Ordinance.

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

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia, that the attached Ordinance to amend the Code of the County of Dinwiddie by amending Section 19-2, *Due date for taxes on real estate, tangible personal property and machinery and tools; penalty and interest on delinquencies*, is adopted as presented.

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

Nays: None

**AN ORDINANCE TO AMEND THE
CODE OF THE COUNTY OF DINWIDDIE, 1985, AS AMENDED,
BY AMENDING SECTION 19-2, DUE DATE FOR TAXES ON REAL ESTATE,
TANGIBLE PERSONAL PROPERTY AND MACHINERY AND TOOLS; PENALTY AND
INTEREST ON DELINQUENCIES.
CHAPTER 19, TAXATION, ARTICLE I, IN GENERAL**

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 deleting the following language marked as strikethrough:*

Sec. 19-2. Due date for taxes on real estate, tangible personal property and machinery and tools; penalty and interest on delinquencies.

(a) For each taxable year, county taxes on real estate, tangible personal property, and machinery and tools shall be paid, by or on behalf of persons owing such taxes, in two equal installments. One installment shall be due and payable on or before the fifth day of June of the taxable year, except that for the 2009 tax year only this date shall be the fifteenth day of June, 2009, and the second or remaining installment shall be due and payable on or before the fifth day of December of the taxable year. If any such date shall fall on a day when the county's administrative offices are closed, all such taxes due on such date shall be due and payable on the first business day thereafter.

(b) If taxes referred to in subsection (a) above are not paid on or before the due date prescribed in such subsection, there shall be added thereto a penalty in the amount of ten percent of the taxes due. In addition to the penalty provided herein, any such taxes that remain unpaid on the first day of the next following month in which such taxes become due shall be delinquent and interest thereon of ten percent per annum shall be added to the amount of taxes or levies due from such taxpayer, which when collected by the treasurer shall be accounted for in his settlement. Furthermore, the county may recover reasonable attorney's or collection agency's fees, which shall not exceed 20 percent of the delinquent tax bill upon nonpayment, incurred in collecting the taxes referred to in above subsection (a); provided, however, that attorney's fees shall be added only if such delinquency is collected by an action at law or suit in equity.

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

12. C. PUBLIC HEARING: FY09/10 PROPOSED TAX RATE

The Chair asked if any of the Board members desired to make any comments before the public hearing.

Mr. Talmage stated that he had considered this issue; and also the fact that the country is in the worst economic conditions of his lifetime. He stated that for the period of one year he agreed to the \$.68 tax rate.

Ms. Moody stated that after careful consideration, prayer and talking with citizens she had decided to vote to lower the tax rate to \$.68 for one year only.

The Chair opened the public hearing in this matter.

1. Joe Hoggood – 4306 Sunset Drive – spoke in opposition to the proposed tax rate.
2. Doris Pritchett – Dinwiddie – spoke in favor of the UVOITD group and in opposition to the proposed tax rate.
3. William Barker – Dinwiddie – spoke in opposition to the proposed tax rate.
4. John Wamsley – 2619 Oxford Drive – Sutherland – spoke in opposition to the reassessment and the proposed tax rate.
5. Donald Henshaw – Church Road – spoke in opposition to the reassessment and the proposed tax rate.
6. Sue Henshaw – Church Road -spoke in opposition to the proposed tax rate. She stated the County must be conservative. She thanked the Board members and staff who took the time to meet with the U-VOTID group.
7. Vincent Lewis – 17315 Wilkinson Road – spoke in opposition to the proposed tax rate.
8. Natalie Tucker – 22417 Cox Road – Petersburg - spoke in opposition to the proposed tax rate.

9. Dewey Harrison – Dinwiddie – spoke in opposition to the proposed tax rate.
10. Dave Bradford – Turkey Egg Road – spoke in opposition to the proposed tax rate. He supported \$.61 instead of \$.77. He also spoke in opposition to the reassessment.
11. Ronald Seagrave – Quaker Road – Dinwiddie – spoke in opposition to the proposed tax rate and the reassessment.
12. Anne Scarborough – spoke in opposition to the proposed tax rate – said she did not want the Board to consider anything above \$.615.
13. Dan Robbins – 12800 Courthouse Road – spoke in opposition to the proposed tax rate.
14. Barbara Pittman – Dinwiddie – spoke in favor of the proposed tax rate.
15. Robert Hoyle – 22717 Old Vaughn Road – spoke in opposition to the proposed tax rate. He thanked Mr. Haraway and Mr. Moody for the town hall meeting they had recently hosted. Mr. Hoyle stated that regarding the votes for employee salary increases, Mr. Haraway abstained and Mr. Moody was not present. He stated that all supervisors should have been present for that vote.
16. J. W. Crumpler – 15320 Boydton Plank Road – stated there were 9 lobbyists listed in Dinwiddie County who worked for the County and he spoke in opposition to this. He said when the supervisors were approached they did not know about it, and that one of the supervisor's name was listed as a contact.
17. Dale Andrews – Dinwiddie - spoke in opposition to the reassessment, and the proposed tax rate.
18. Adrian Klass – 15416 Courthouse Road – spoke in opposition to the reassessment and the proposed tax rate.

Alvin Lanley and G. W. Moran were signed up to speak but did not respond when their names was called.

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

The Chair asked if any of the Board members cared to make any comments about the proposed tax rate.

Mr. Stone stated that when the reassessments went out right before Thanksgiving of last fall, it was one of the issues for which he received the most calls since he has been on the Board – 6 years. Since the budget discussion and proposed tax rate has been in discussion, he has received a minimum of calls regarding the issue. He stated that the current economic situation calls for a reduction, and he understands that four Board members have the votes for \$.68. He stated that as he had said in the letter to both *The Progress-Index* and *The Monitor*, over the last six years he has taken part in a lot of the votes that influence the tax rate. He said that it was his understanding from the documentation he received from Mr. Haraway that it is Mr. Haraway's intention to balance this year's budget by using money from the General Fund. He said that if that is the case, whether the rate was \$.77 or \$.68, the School Board would receive the same level funding for FY09/10 as they did last year. He said the Federal Stimulus Package funding the School Board received for the FY 09/10 Budget will be \$1.8 to \$1.9 in the FY 10/11 Budget due to the loss of the stimulus money. He added that to level fund the School Board next year would require approximately an \$.08 tax increase next year. Also, the in the 2011 budget vote (2 years from now) there will be an \$.11 increase needed to provide for the Regional Jail. Mr. Stone stated that cut from the upcoming capital improvement plan is the Ford Fire Department, the Sports Complex, contributions to school buses, and the school projects will be extended further out in the C.I.P

Mr. Haraway stated that the funding was not being made up from the General Fund. He said the operating budget was the same. It would not require anything transferred from the Fund Balance

Mr. Moody stated that regarding the comment from citizens that \$.61 is equal to what we have now; it is true that it is equal on real estate. However, the personal property has dropped tremendously, interest earnings have dropped, and funding from the State has decreased significantly. He said, therefore, although the County might receive the same amount of real estate dollars in at \$.61; the other values are not coming in as they were.

He addressed the comment about him being absent when the salary survey was voted on. Mr. Moody stated that was not at the meeting; however he was in favor of the study being done in order to look at getting the employees up to the pay scale of the surrounding jurisdictions. Regarding the lobbyist comment, he said that in talking with other lobbyists at the State, the proper way to lobby at the state level is to be registered as a lobbyist. Regarding any income from being a lobbyist, what is actually done is that 1% of their

income is put toward lobbying efforts when they go to Richmond to lobby for more funds for the county. It is a type of record keeping.

Mr. Moody stated that he knew the economic situation was bad. He said that the County's budget are usually very conservative, that he had been on the Board for many years, and the County had done a good job of putting together conservative budgets. He stated that he was in favor of \$.68, to see what the economy does this year, and then to look at the tax rate again next year.

Mr. Haraway commented that he thought Administration had done a good job this year of reducing costs, but it will need to be an ongoing situation of looking at costs and a need to continue to reduce costs. He said there have been increases in the last four years that have averaged about 8%. He said he did not think that the County can continue to increase expenses by 8% each year.

W. Kevin Massengill, County Administrator, reviewed the proposed tax rates as follows. He stated that the proposed real estate tax rate of \$.77 would be the highest rate at which that tax could be set at this meeting.

	<u>Current</u>	<u>Proposed</u>
Mobile Homes	.87	.77
Mineral Lands	.87	.77
Public Services	.87	.77
Personal Property	4.90	4.90
Personal Property – Volunteer Vehicles	.25	.25
Machinery & Tools	3.30	3.30
Certified Pollution Control Equipment	.30	.30
Certified Recycling Equipment	3.30	3.30
Heavy Construction Machinery	3.30	3.30
Airplanes	.50	.50

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the resolution to adopt the calendar year 2009 tax rates is adopted as stated.

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

Nays: Mr. Stone

RESOLUTION

ADOPTION OF CALENDAR YEAR 2009 TAX RATES

WHEREAS, the Code of Virginia Section 58.1-3001 requires that the governing body of each county fix the amount of the county taxes for the current year as soon as practicable between January and June of said year; and

WHEREAS, this imposition of taxes shall not constitute an appropriation nor an obligation to appropriate any funds for any purpose or expenditure until the Board of Supervisors of Dinwiddie County appropriates funds for that purpose or expenditure; and

WHEREAS, the Code of Virginia Section 58.1-3008 permits governing bodies to impose different rates of levy on real estate, merchants' capital, tangible personal property or any separate class thereof authorized under Section 35.1-3500, and machinery and tools; and

WHEREAS, notice of the 2009 levy has been published in local newspapers and a public hearing held on that levy in accordance with Code of Virginia Sections 58.1-3321 and 58.1-3007; and

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia,:

1. That the calendar year 2009 tax rates be set for the amounts shown below:

<u>TAX RATES</u>	<u>Rate per \$100 of Assessed Valuation</u>
Real Estate	.68
Mobile Homes	.68
Mineral Land	.68
Public Services	.68
Personal Property	4.90

Personal Property – volunteer vehicles	.25
Machinery & Tools	3.30
Certified Pollution Control Equipment	.30
Certified Recycling Equipment	3.30
Heavy Construction Machinery	3.30
Airplanes	.50

2. TAX RELIEF FOR QUALIFYING MOTOR VEHICLES In accordance with Dinwiddie Code Section 19-10(c), calendar year 2009 Tax Relief Rate is set at 59%.

13.A. OLD / NEW BUSINESS: APPOINTMENTS

Upon motion of John Talmage, seconded by Ms. Moody,

BE IT RESOLVED by Board of Supervisors of Dinwiddie County, Virginia that Mr. Wilson A. Greene is reappointed to the Board of the Petersburg Area Regional Tourism for a term expiring May 31, 2012.

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

Nays: None

14. CITIZEN COMMENT

The Chair opened the citizen comment period.

1. John Wamsley – 2619 Oxford Drive – Sutherland – stated that he was disappointed that the Board did not set the reassessment aside. He thanked the Board for their undivided attention.
2. Kirstin Andrews – 11636 Chigger Creek Road – said she had seen great strides in the county; however, she was disappointed in what she had seen at this meeting. She spoke in opposition to the reassessment.
3. Dale Andrews – 11636 Chigger Creed Road – spoke in opposition to the reassessment. He spoke in opposition to the fact that the tax rate was not set at \$.61.
4. Barbara Pittman – spoke in opposition to the behavior exhibited by some of the citizens during this meeting.

The following people were signed up to speak, but asked to be removed from the list: Sharon Myrick, Earnestine Williams, Anna Pegram and John Pegram. Garland Harrison and Ivan Johnson, Jr. were signed up but did not respond when their names were called to speak.

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

16. ADJOURNMENT

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

Ayes: Mr. Moody, Mr. Haraway

Nays: None

The meeting was adjourned at 9:03 p.m.

Donald L. Haraway
Chairman

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

/wjn