

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 19th DAY OF MAY AT 3:00 P.M.

PRESENT: 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

ABSENT: DONALD L. HARAWAY – CHAIR ELECTION DISTRICT #2

ADMINISTRATION

PRESENT: W. 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. Talmage
Mr. Moody

ABSENT: Mr. Haraway

4. AMENDMENTS TO AGENDA

W. Kevin Massengill, County Administrator, stated there were two amendments needed to the agenda. There was a need to add under Action Items: D. Recognition of May 17-23, 2009 as Emergency Medical Services Week; and E. Approval to Execute Right of Way Agreement – Virginia Dominion Power.

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

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

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

5.A. CONSENT AGENDA: APPROVAL OF MINUTES FOR MARCH 17, 2009 SPECIAL MEETING

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

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

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

CONSENT AGENDA: APPROVAL OF MINUTES FOR MARCH 17, 2009 REGULAR MEETING

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

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

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

Absent: Mr. Haraway

**CONSENT AGENDA: APPROVAL OF MINUTES FOR APRIL 7, 2009
SPECIAL MEETING**

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the April 7, 2009 Special Meeting Minutes are approved.

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

5. B. CONSENT AGENDA: CLAIMS

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

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

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

CLAIMS	Apr 17 '09	Apr 24 '09	Apr 29 '09	May 1 '09	May 5 '09	May '08 09	Apr 30 '09	TOTALS
	Void 1068412	Void 1068483	Medical Center	Void 1068666	Void N/A	Void 1068749	Void 1068584	
	1068413- 1068482	1068484- 1068583	1009	1068667- 1068746	1068747- 1068748	1068750- 1068801	1068585- 1068665	
101 - General Fund	\$57,250.49	\$374,198.23		\$73,104.74	\$1,041.20	\$50,087.76	\$885,205.01	\$1,440,887.43
103 - Jail Commission				\$179.00		\$29.96		\$208.96
105 - Playground Equipment								
202 - Medical Center			\$23.15					\$23.15
209 - Litter Grant Fund								
210 - Community Develpmt								\$0.00
226 - Law Library								
228 - Fire Programs & EMS	\$9,135.90			\$1,040.75		\$2,315.86		\$12,492.51
229 - Forfeited Asset Sharing Program	\$210.48					\$521.00		\$731.48
301 - School Cons				\$19,877.25				\$19,877.25
304 - CDBG Grant						\$1.70		
305 - Capital Projects Fund	\$7,539.67	\$13,511.47		\$10,531.60	\$246.79	\$420.72	\$1,839.52	\$34,089.77
401 - County Debt Service		\$70,606.20		\$75,206.66				\$145,812.86
3-101 - Revenue	\$380.00							\$380.00
TOTALS	\$74,516.54	\$458,315.90	\$23.15	\$179,940.00	\$1,287.99	\$53,377.00	\$887,044.53	\$1,654,503.41

5. C. CONSENT AGENDA: SCHOOL BOND REQUISITIONS FROM PROJECT FUND:

HS-50; ES-53; FH-06

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, May 12, 2009.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$108,394.05 from the VPSA 2007 Bonds, is approved.

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

No. HS -50

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: May 12, 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>
\$ 104,339.05	Kenbridge Construction Co., Inc.	Application for Payment No. 34
\$ 800.00	Arcet Equipment Co.	Equipment – Air Compressor
\$ 3,255.00	Heritage Signs	Equipment- Stone School Marker (Relocate & Install Across Street)
\$ 108,394.05	TOTAL OF THIS REQUISITION	

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$20,000.00 from the VPSA 2007 Bonds is approved.

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

No. ES- 53

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: May 12, 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>
\$ 20,000.00	Kenbridge Construction Co., Inc.	Application for Payment No. 32
\$ 20,000.00	TOTAL OF THIS REQUISITION	

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$13,232.40 from the VPSA 2007 Bonds is approved.

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

Nays: None

Absent: Mr. Haraway

No. FH-06

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: May 12, 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>
\$ 5,986.50	Moseley Architects	Architectural Services \$5,152.00 – Construction Documents
		\$ 834.50 – Stadium Lighting Replacement
\$ 7,245.90	Moseley Architects	Architectural Services \$1,921.50 – Stormwater Management \$5,324.40 – Civil Engineering
\$ 13,232.40	TOTAL OF THIS REQUISITION	

5. D. CONSENT AGENDA: AUTHORIZATION TO EXECUTE GRANT DOCUMENTS

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

BACKGROUND

The Virginia Office of EMS has secured a federal grant through the Department of Homeland Security to be utilized to equip all EMS transport vehicles with notebook computers. The computers will be utilized to maximize electronic patient data reporting and is a 100% grant with no required match.

As a result of that grant being awarded to the State Office of EMS, each EMS agency who wishes to pursue receiving that equipment from the State must submit an application to them. The grant application requires that a resolution be passed by the governing body of the jurisdiction that authorizes a person or persons to execute any and all actions necessary for the purpose of obtaining federal financial assistance through this grant process. The resolution being presented today would authorize the County Administrator and the Chief of Fire & EMS to execute said actions on behalf of the County.

LAST BOARD ACTION

N/A

REQUESTED ACTION

Request a motion to adopt the following resolution:

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

BE IT RESOLVED BY THE BOARD OF SUPERVISORS of the COUNTY OF DINWIDDIE that W. KEVIN MASSENGILL, County Administrator, or DENNIS E. HALE, Chief of Fire & EMS, is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of Virginia, any actions necessary for the purpose of obtaining Federal financial assistance provided by the Department of Homeland Security and sub-granted through the State of Virginia.

Passed and approved this 19th day of May, 2009

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

Nays: None

Absent: Mr. Haraway

5.E. CONSENT AGENDA: SCHOOL RE-APPROPRIATION OF FY2008 FUNDS

The Board received the memo below from Christie Fleming, Director of Finance for the Schools, and Dr. Charles Maranzano, School Superintendent.

At the May 12, 2009 School Board Meeting, the School Board approved the attached request asking the Board of Supervisors to re-appropriate the FY2008 end of year fund balances. In addition we are asking that the balance in Fund 205 (School Operating Fund) be re-appropriated to the operation and maintenance category to offset increases in electricity expenses.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia to approve re-appropriation of the School Board FY2008 ending balances as reported and that the FY2009 School Board Budget be amended as reported.

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

Nays: None

Absent: Mr. Haraway

May 7, 2009

SUBJECT: Supplemental Appropriation #1

BACKGROUND INFORMATION:

The final FY2008 annual audit report, which includes final FY2008 year-end fund balances was presented to the Board of Supervisors in December. The school division is required to request the Board of Supervisors to re-appropriate FY2008 fund balances.

ADMINISTRATIVE

CONSIDERATION(S): The following are the FY2008 fund balances:

Fund 240 – School Nutrition	\$ 105,710.88
Fund 270 – School Textbooks	\$ 407,221.99
Fund 402 – Debt Service	\$ 157,145.57
Fund 301 – School Construction	\$ 9,328,410.00
Fund 302 – Capital Projects	\$ 513,748.53
Fund 303 – School Grants	\$ 74,666.69
Fund 205 – School Fund	\$ 69,714.51

The School Fund ending balance will be appropriated to the operation and maintenance category to offset increases in electricity charges.

RECOMMENDATIONS: Authorize request to Board of Supervisors to re-appropriate FY2008 ending balances as reported and amend FY2009 School Board Budget.

ACTION REQUIRED: Board Approval

CONTACT PERSON: Christie Fleming, Director of Finance

Mr. Stone requested an e-mail of the current balance of the Fund 301 – School Construction – from the School Administration.

6.A. REPORTS: VIRGINIA ASSOCIATION OF COUNTIES

Mr. Donald Hart, President of Virginia Association of Counties (VACo), expressed the importance of Dinwiddie County to the State of Virginia and to VACo. Mr. Hart stated that he was proud to serve with Dinwiddie’s Vice Chairman, Mr. Moody, as a fellow member of the VACo Board of Directors. He stated that Mr. Moody defends Dinwiddie County and other counties as a member of the Rural Caucus.

Mr. Hart stated that he was accompanied by Ms. Laura Belle Gordy, Vice Chair of the Accomack County Board of Supervisors. Accomack has nine board members including Mr. Hart. He stated that the Dinwiddie Board has 545 other supervisors that stand with it. He said that if board members stand together and stay unified in this state, they will be much stronger, more powerful and be able to get a lot more accomplished. As president of VACo this year Mr. Hart stated that some of his goals are as follows: to develop a closer relationship with every county in the state of Virginia; to be accessible to all the counties; to keep VACo a highly professional organization working to achieve success rather than just prevent failure. One of his pet projects is fighting against unfunded mandates. He stated that if Dinwiddie County needs him, he will be here. He said that Dinwiddie County will not stand alone as long as he is president of VACo. He asked that the supervisors stay abreast of VACo’s services, benefits and offers; and urged participation in the legislative caucus. He asked how can the citizens of Dinwiddie County be heard if there is no one at the table.

6.B.. REPORTS: DEPARTMENT OF TRANSPORTATION

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

1. SSYP Update – Not yet released from Central Office.
2. Mowing (or the lack thereof). – New service requirements.
3. Land Development – Loss of the Staff Engineer as of May 29th

Maintenance Issues:

Mr. Moody stated that he appreciated that the railroad crossing at Hart Road had been fixed.

7. A. ACTION ITEMS: ADOPTION OF FY 2009/10 COUNTY BUDGET

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

Background

Per Code of Virginia section 15.2-2503, a locality’s governing body shall approve the budget and fix a tax rate for the budget year no later than the date on which the fiscal year begins. The calendar year 2009 tax rates were set by the Board of Supervisors on April 28, 2009, and the FY 2009/10 budget is being presented for Board approval today.

Over the past several months, County Administration has been working with staff, Constitutional Officers, outside agencies and the Board of Supervisors to develop the FY 2009/10 County budget. An efficiency review was conducted and recommendations were made to streamline and improve County government in the face of revenue shortfalls due to current economic conditions. Every effort was made to keep FY 2010 expenditures to a minimum level and still provide the quality services expected by the citizens.

Previous Board Actions

Tax rate and budget workshops were held in March and April, and a public hearing for the FY 2009/10 budget was held on May 12, 2009.

Funding

Funds to support the proposed FY 2009/10 expenditures will come from revenues generated in FY 2009/10 and in prior years, while still maintaining adequate fund balances as required by the County’s financial policies.

Recommendation

We are asking for approval of the attached resolution.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia to amend the budget to restore the 3% reduction to the County employee salaries.

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

Nays: None

Absent: Mr. Haraway

Mr. Stone stated that over the last five years the County along with the School Board had been working to purchase the land on Route 460 where Sutherland Elementary and the proposed Sports Complex are located. The last payment was made as of the current budget. He said that when ground was broken on that property a commitment was made of \$370,000. He said that he would like to propose that the money that was taken to meet the budget shortfall this year be restored in FY10 - \$1.7 million from the General Fund Balance. He said that since Mr. Haraway was not present, he would like that amount to be pulled from the General Fund, set aside in the C.I.P. plan, and not give administration authority to spend any of it until this Board can reconvene to decide whether to proceed with either financing, or to complete Phase I.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the budget be amended by transferring \$1.7 million from the General Fund Balance, to the C.I.P. Fund for the Sports Complex; and

BE IT FURTHER RESOLVED that County administration does not have authorization to expend any of the \$1.7 million that is set aside until the Dinwiddie County Board of Supervisors reconvenes at a time when all members are present to deliberate.

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

Nays: None

Absent: Mr. Haraway

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the resolution for the adoption of the Fiscal Year 2009-10 budget and Appropriation of Funds; is approved with amendments as stated.

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

Nays: None
Absent: Mr. Haraway

RESOLUTION

**ADOPTION OF FISCAL YEAR 2009-10 BUDGET
AND APPROPRIATION OF FUNDS**

WHEREAS, the County Administrator has prepared a Proposed Budget for the fiscal year beginning July 1, 2009 and ending June 30, 2010; and

WHEREAS, a public hearing on the FY 2009-10 budget was advertised and public hearing held on May 12, 2009 by the Board of Supervisors; and

WHEREAS, it is now necessary to adopt said budget and appropriate funds to carry out the activities proposed therein for the fiscal year beginning July 1, 2009 and ending June 30, 2010, and;

WHEREAS, the tax rates on real estate, tangible personal property, and machinery and tools were set on April 28, 2009 to provide certain revenue in support of those appropriations.

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

1. The budget for Dinwiddie County in the sum of \$102,720,723 for the fiscal year (FY) 2009-10 is hereby approved as proposed on this date and hereby appropriated in the FY 2009-10 General and Other Funds for the offices and activities in the amounts as shown below:

Fund	Revenues	Expenditures
General	\$36,968,212	\$40,655,449
Meals Tax	\$500,000	\$550,000
Jail Phone	\$5,000	\$5,000
Recreation	\$5,000	\$5,000
Social Services	\$2,719,330	\$2,719,330
School Operations	\$40,599,805	\$40,599,805
School Textbooks	\$415,433	\$415,433
School Cafeteria	\$2,052,157	\$2,045,000
Comprehensive Services	\$750,000	\$750,000
Community Development	\$1,000,000	\$1,060,777
Law Library	\$2,300	\$2,300
Fire Programs	\$87,000	\$87,000
Forfeited Asset Sharing	\$15,000	\$67,289
School Construction	\$0	\$1,633,144
School Capital	\$150,000	\$633,256
School Grants	\$1,950,128	\$1,957,201
County Grants	\$574,500	\$575,500
County Capital	\$2,700,000	\$4,669,561
County Debt	\$2,245,140	\$3,976,863
School Debt	\$7,349,297	\$7,479,297
<hr/>		
Total	\$100,088,302	\$109,887,205
Fund Balance	\$28,105,048	\$18,306,145
<u>Less: Inter-fund Transfers</u>	<u>-\$25,472,627</u>	<u>-\$25,472,627</u>
Total Resources & Requirements	\$102,720,723	\$102,720,723

2. The County Administrator is authorized to transfer funds and personnel from time to time within and between the offices and activities delineated in this Resolution as he may deem in the best interests of the County in order to carry out the work of the County as approved by the Board of Supervisors during the coming fiscal year.
3. The County Administrator is authorized to administer the County's Personnel Policy and Pay Plan as previously adopted by the Board of Supervisors.

4. GRANT FUNDS That upon receiving notice of grant or program opportunities offered by various federal, state, local and other outside organizations the County Administrator or his designee is hereby designated as the agent to execute the necessary grant or program application and other documentation unless the terms of the grant or program require specific actions by the Board; to give such assurances as may be required by the Agreement, subject to approval as to form by the County Attorney, and to provide such additional information as may be required by the awarding organization. In addition, funding awarded and any interest earned on the funds awarded shall be and is hereby appropriated to the applicable functional area.
5. DONATIONS That additional funds received for various County programs, including contributions and donations, be and are hereby appropriated for the purpose established by each program.
6. INSURANCE That funds received through insurance claims for damages incurred to County property as a result of unusual or infrequent events be and are hereby appropriated under this program to the appropriate functional area.
7. That upon receipt of written notification from the State Compensation Board of additional funds for the Constitutional Officers (Commonwealth's Attorney, Sheriff, Clerk of Court, Treasurer, and Commissioner of Revenue) be and are hereby appropriated in the General Fund to be expended in accordance with guidelines as established by the state government.

Donald L. Haraway
 Chair, Board of Supervisors of Dinwiddie
 County

ATTEST:

W. Kevin Massengill
 Clerk to the Board

Adopted by the Board of Supervisors of Dinwiddie County, Virginia, this 19th day of May, 2009

7.B. ACTION ITEM: ADOPTION OF FY 2009/10 – FY 2013/14 CAPITAL IMPROVEMENTS PLAN

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

Background

Due to revenue shortfalls, funding for the current FY 2008/09 – FY 2012/13 CIP was decreased by \$1,114,529 in FY 2009. Specifically, the Sports Complex project which was originally approved at \$1,720,000 (including grant funding) was reduced to \$605,471. In anticipation of continuing revenue shortfalls, the only new project proposed for FY 2009/10 is \$1,000,000 in additional funds for the completion of the previously approved Ford Volunteer Fire Department project. In the remaining four years of the five-year plan, the restoration of Sports Complex funding and the Meherrin River Regional Jail Authority project were added for FY 2010/11, and other previously approved projects were moved into future years.

Previous Board Actions

A public hearing for the FY 2009/10 – FY 2013/14 CIP was held on May 12, 2009.

Funding

Funds to support the proposed FY 2009/10 – FY 2013/14 CIP expenditures come from revenues generated in prior years and potentially from other financing sources for the larger projects.

Recommendation

We are asking for approval of the attached resolution

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the FY 2009/10 – 2013/14 Capital Improvements Programs be amended by increasing the FY 2010 C.I.P. by \$1.7 for the Sports Complex; and

BE IT FURTHER RESOLVED that County administration does not have authorization to expend any of the \$1.7 million that is set aside until the Dinwiddie County Board of Supervisors reconvenes at a time when all members are present to deliberate.

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

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the resolution for the FY 2009/10 – 2013/14 Capital Improvements Program with amendment, and Appropriation of Funds is approved as stated.

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

RESOLUTION

**ADOPTION OF FISCAL YEARS 2009/10 – 2013/14
 CAPITAL IMPROVEMENTS PROGRAM**

WHEREAS, in consideration of information received from the departments and agencies of the County, and direction from the Board of Supervisors, the County Administrator has developed a proposed Fiscal Years 2009/10 – 2013/14 Capital Improvements Program (“CIP”); and

WHEREAS, the CIP serves as a long-range planning document subject each year to review and approval of funding by the Board of Supervisors and is planned to be funded by future revenue and/or future debt; and

WHEREAS, such review has been completed for the Fiscal Years 2009/10 – 2013/14 CIP and Fiscal Year 2009/10 CIP is included in the Fiscal Year 2009/10 budget.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the proposed Fiscal Years 2009/10 – 2013/14 Capital Improvements Program is hereby adopted.

**COUNTY OF DINWIDDIE
 FY 09/10 -- FY 13/14 PROPOSED CIP**

	total value	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14
FY 09/10 CIP						
Sports Complex	1,700,000	1,700,000				
Ford Volunteer Fire Dept - additional funds	1,000,000	1,000,000				
Total 09/10 CIP	2,700,000	2,700,000	0	0	0	0
FY 10/11 CIP						
Rechassis Rescue 42-DEMS	85,000		85,000			
Brush Truck - Old Hickory	65,000		65,000			
Sports Complex	1,300,000		1,300,000	**		
Radio System Trunking	3,500,000		3,500,000	**		
South Central Waste Water Authority Expansion	6,410,000		6,410,000	**		
Jail Authority	17,000,000		17,000,000	*		
School Buses	800,000		800,000			
Total FY 10/11 CIP	29,160,000	0	29,160,000	0	0	0
FY 11/12 CIP						
Air Truck - Old Hickory	350,000			350,000		
Replace Engine 52 - Old Hickory	475,000			475,000		
Brush Truck - Dinwiddie	75,000			75,000		
Replace Engine 4	485,000			485,000		
Rechassis Ambulance 81	90,000			90,000		
Rechassis Ambulance 11	90,000			90,000		
School Buses	800,000			800,000		

Museum	100,000			100,000		
Total FY 11/12 CIP	2,465,000	0	0	2,465,000	0	0
FY 12/13 CIP						
Rechassis Ambulance #83	100,000				100,000	***
Parking Lot Replacements at Fire Stations	170,000				170,000	***
Replace Ambulance #41	195,000				195,000	***
Sutherland Fire Station	3,000,000				3,000,000	***
Human Services Bldg	10,000,000				10,000,000	***
IT - Data Center	1,500,000				1,500,000	***
McKenney Recreation	1,000,000				1,000,000	***
Fully redundant computer & phone system	500,000				500,000	***
School Buses	800,000				800,000	***
Total FY 12/13 CIP	17,265,000	0	0	0	17,265,000	0
FY 13/14 CIP						
School Renovations	28,655,450					28,655,450
School Buses	800,000					800,000
Rowanty Renovations	2,223,945					2,223,945
Heavy Vehicle Maintenance Facility	800,000					800,000
Medium Duty Ambulance - for expanded coverage	185,000					185,000
Eastern Area Fire Station	2,911,800					2,911,800
Western Area Fire Station	2,341,020					2,341,020
Total FY 13/14 CIP	37,917,215	0	0	0	0	37,917,215
Total CIP	89,507,215	2,700,000	29,160,000	2,465,000	17,265,000	37,917,215
Potential Debt Service Schedule	principal	interest rate	years	annual pymt		
*MRRJA	17,000,000	5%	30	1,105,874		
**Sports Complex, Radio Trunking, SCWWA	11,210,000	5%	10	1,451,746		
***FY 2012/13 CIP	17,265,000	5%	15	1,663,350		

7.C. ACTION ITEM: AWARD OF SOUTHERN DOMINION HEALTH SERVICES FACILITY CONSTRUCTION CONTRACT

The Board received the memo below from John C. Blair, II County Attorney.

BACKGROUND:

Dinwiddie County applied for and received a Community Development Block Grant in the amount of seven hundred thousand dollars (\$700,000.00) from the Virginia Department of Housing and Community Development. The purpose of these grant funds is to aid in the construction of a new Southern Dominion Health Services medical center in Dinwiddie County. As a condition of the grant, the construction of the facility is to be procured through the process contained in the Virginia Public Procurement Act. Dinwiddie County issued an Invitation for Bids in this matter on February 5, 2009. The lowest responsive and responsible bidder in this matter is Samen/Botso Construction Contractors LLC. This firm submitted a bid of seven hundred and twenty-three thousand dollars (\$723,000.00). Any amount in excess of the grant amount required for construction of this project is to be borne by Southern Dominion Health Services.

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

BE IT 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 the Dinwiddie Medical Office Building to Samen/Botso Construction Contractors LLC in accordance with the terms outlined in the proposed contract document.

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

CONTRACT
DINWIDDIE MEDICAL OFFICE BUILDING

The Agreement is made this 19th day of May, 2009, by and between **Samen-Botso Construction Contractors LLC**, of 600 Virginia Avenue (Post Office Box 1427)

Clarksville, Virginia 23927 (party of the first part, and hereinafter known as "Contractor"), and the County of Dinwiddie, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, County is acting as the fiscal agent for Southern Dominion Health System, Inc. under the terms of certain grant agreements; and

WHEREAS, as fiscal agent for Southern Dominion Health System, Inc., pursuant to the Virginia Public Procurement Act, County solicited bids for the construction of an approximately 5,457 square foot medical office building with associated site improvements; and

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

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

WHEREAS, County has selected Contractor to construct the medical office building with associated site improvements, according to the specifications in the Invitation to Bid;

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

1. **Incorporation by Reference.** County's Invitation For Bids (IFB #38-09, release date February 5, 2009) specifically including that certain PROJECT MANUAL dated February 5, 2009 (DJG COMMISSION NO. 2090230), the plans by Timmons Group Inc. (Job No. 23804) dated 1-21-08 with revisions dated 2-13-08 with the final signed approvals by all reviewing agencies on 3-27-08 (numbered Sheet 1 – Cover Sheet, Sheet 2 – Notes and Details, Sheet 2A – Overall Plan, Sheet 3 – Site & Utility Plan, Sheet 4 – Grading Plan & Profiles, Sheet 5 – Access Entrance – Site & Grading Plans and Erosion Control Notes, Sheet 6 – Hydrology & Erosion Control Plans and Details), and all other related appendices and addenda; and Contractor's bid response in its entirety dated 3/15/09 are all made a part hereof as if the same were fully set forth. If any discrepancies arise between County's Invitation For Bids and Contractor's bid response, Contractor agrees to abide by County's Invitation For Bids.
2. **Time of Performance.** Work shall begin ten (10) calendar days after receipt of contract and all work shall be substantially completed within two hundred forty (240) calendar days and shall be finally completed within thirty (30) calendar days thereafter. Contractor acknowledges that TIME IS OF THE ESSENCE, and pursuant to Section 6.23 "Liquidated Damages/Furnish and Install" of the County's Invitation For Bids, Contractor may be liable for liquidated damages in the event that these completion deadlines are not met.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than SEVEN HUNDRED TWENTY THREE THOUSAND AND NO/100 DOLLARS (\$723,000.00) (the "Contract Price"). Payment to Contractor shall be made to Contractor at its Clarksville, Virginia office in monthly installments as set out more specifically in Section 6.22 "Method of Payments/Retainage" of the County's Invitation For Bids.
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
LLC.
County Administrator
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500

Notice to Contractor shall be made to:
Samen Botso Construction Contractors

600 Virginia Avenue
P. O. Box 1427
Clarksville, Virginia 23927
(434) 374-8899

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Invitation For Bids documents.
6. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this Contract shall be with a state or federal court with jurisdiction in Dinwiddie County, Virginia. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

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

Dinwiddie County, Virginia

**Samen/ Botso Construction
Contractors LLC**

By: _____
W. Kevin Massengill
County Administrator

By: _____
Title: _____

Attest: _____

Attest: _____

Approved as to form:

John C. Blair II
County Attorney

**7.D. ACTION ITEM: RECOGNITION OF MAY 17-23, 2009 AS EMERGENCY
MEDICAL
SERVICES WEEK**

The Board received the memo below from Dennis Hale, Division Chief of Fire & EMS.

BACKGROUND

Each year National EMS Week is recognized across the country to honor the men and women who make up the intricate system known as EMS. This system has many players that play essential roles to provide a coordinated and seamless response to serious illness and injury. An EMS system comprises all of the following components:

- EMS Agencies and Organizations (Private and Public)
- Communications and Transportation networks
- Trauma systems, hospitals, trauma centers, and specialty care centers
- Rehabilitation facilities
- Highly trained professionals
 - Volunteer and career prehospital providers
 - Physicians, nurses, and therapists
 - Administrators and government officials
- An informed public that knows what to do in a medical emergency

Many of the components of this system operate on a daily basis in Dinwiddie County from the 911 Dispatcher who receives the first call to the skilled Paramedics and EMTs on our ambulances who ultimately deliver life saving care and transport patients to the hospital. Therefore, the EMS system in Dinwiddie County would like the Board of Supervisors to recognize May 17-23, 2009 as EMS Week in Dinwiddie County.

LAST BOARD ACTION

N/A

REQUESTED ACTION

Request a motion to adopt the following resolution to designate the Week of May 17-23, 2009, as Emergency Medical Services Week.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the resolution to recognize May 17-23, 2009 as Emergency Medical Services Week is adopted as presented.

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

RESOLUTION
RECOGNITION OF MAY 17-23, 2009 AS
EMERGENCY MEDICAL SERVICES WEEK

WHEREAS, emergency medical services (EMS) is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the week of May 17-23, 2009 be recognized as EMERGENCY MEDICAL SERVICES WEEK.

7.E. ACTION ITEM: DOMINION VIRGINIA RIGHT OF WAY AGREEMENT

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

Background

In order to move forward with the construction phase of the new Ford Fire station, it is necessary to relocate a set of three phase overhead primary distribution lines owned by Dominion Virginia Power. The attached agreement grants an easement to Dominion Virginia Power for the purpose of relocating the lines further to the rear of the property located at 13402 and 13406 Cox Road, Church Road, Virginia. This relocation will make way both the building site and the parking areas of the new station.

Last Board Action

Approval of the 05/06 and 06/07 CIP, which contained funding for the construction of the Ford Fire Station.

Contract Negotiations

There were no negotiations for the easement; however, County legal staff continues to work with Dominion on a contract for the cost of relocation work.

Requested Action

Approval of the resolution below.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that W. Kevin Massengill, County Administrator is authorized and directed to execute the documents necessary to enter a Right of Way Agreement to grant an easement to Dominion Virginia Power for the purpose of relocating power distribution lines at the Ford Fire Station, 13402 and 13406 Cox Road, Church, Virginia.

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

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this 19th day of May, 2009, by and between

COUNTY OF DINWIDDIE, VIRGINIA

(“**GRANTOR**”) AND VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia (“**GRANTEE**”).

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend thirty (30) feet in width across the lands of **GRANTOR**.

Initials: _____

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Virginia Power, 2501 Grayland Avenue Richmond VA 23220.

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in Dinwiddie County, Virginia, as more fully described on Plat(s) Numbered 00-09-0102, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**, **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to

GRANTOR to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however to **GRANTEE's** rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE's** option, for other damage done to **GRANTOR's** property inside the boundaries of the easement (subject, however, to **GRANTEE's** rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE's** facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: _____

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE's** exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRNATOR** may construct on the easement fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE's** exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE's** exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, **GRANTOR** has caused its name to be hereto by authorized officer or agent, described below, on the date first above written.

8. CITIZEN COMMENTS

The Vice Chair opened the citizen comments period.

1. Robert Hoyle – 227107 Old Vaughn Road – spoke in opposition to the Springsted study and implementation, and the use of what was referred to as surrounding localities.
2. Judy Hoyle – 227107 Old Vaughn Road – continued speaking where her husband left off when his time was expended – asking to rescind the Springsted study and its use of surrounding localities.
3. John Wamsley – 2619 Oxford Drive – Sutherland – spoke in opposition of the Springsted study, funding to any outside agencies, and the Dominion Power line – he did not feel that the County should have to pay to move the line.
4. Anne Scarborough – Dinwiddie – said she did not know why the Board was so concerned about what the School system does regarding salaries. She said that employees should be willing to have their salaries reduced in order to help the taxpayers.

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

9. COUNTY ADMINISTRATOR COMMENTS

W. Kevin Massengill, County Administrator, discussed the following: on May 28 and 29th the Board of Supervisors, the Industrial Development Authority, the Planning Commission and the Airport Industrial Authority will meet at the Eastside Enhancement Center for a two-day workshop regarding economic and community development.

He stated that at a workshop during his second year as County Administrator, the Board expressed the desire that employees' compensation be revised. A salary assessment had been done through Virginia Tech about a year and half previously. The line level employees were the ones at that time who received the largest percentage increase. At that time it was determined not to fully implement those increases to middle and higher level employees to the specifications of that plan due to the cost. Conversely, at the time of the second class and compensation analysis most of the line level employees were comparatively close to market. Some of the higher increases that were seen represented multiple years of lower compensation. He stated that always the desire was to make sure that like employees in like positions are evaluated similarly. He stated that some of the positions did not even exist in the rural localities (i.e., Brunswick County did not have a recreation department nor paid EMS). He said the volume of work was compared between localities. He said there are less work load demands in some rural jurisdictions. He stated that when the pool that was used for the comparison was identified, what was considered also was the overall population; and whether they were on the outskirts of a major metropolitan area (as Dinwiddie County is). He said there are more details associated with doing a true class and compensation study than just what surrounding localities are doing.

10. BOARD MEMBER COMMENTS

Mr. Talmage stated that regarding the 3% salary reinstatement, no other jurisdiction in the immediate area (or as far as he knew in the state) cut their employees' pay. He stated that was the reason he believed strongly in reinstating the 3%. He said that regarding the Sports Complex, that games that were played at the middle school had to be cancelled in the last couple of weeks because, after a big rain, the water stands for days at a time. He said it was time the citizens of this county were given parks and recreation that are needed.

Mr. Stone requested an analysis of the cost associated with a fulltime real estate assessor.

Ms. Moody stated that a job fair was being hosted by Samen/Botso Construction Contractors LLC at the Ruritan Building on Courthouse and Hardiways Mill Road on Friday, May 22nd – 6:00 to 8:00.

Mr. Moody reiterated the importance of our emergency medical services. He thanked the EMS for the work they do for the county.

11. CLOSED SESSION:

At 4:10 p.m. upon motion of Mr. Stone, seconded by Mr. Talmage,

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

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

- Prospective Business & Industry

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

At 4:30 p.m. upon motion of Ms. Moody, seconded by Mr. Talmage, the Board reconvened into open session.

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

CERTIFICATION

WHEREAS, this Board convened in a closed meeting under:

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

- Prospective Business & Industry

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 Mr. Talmage, this Certification Resolution was adopted.

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

12. ADJOURNMENT

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

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

The meeting was adjourned at 4:32 p.m.

Harrison A. Moody
Vice Chairman

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

/wjn