

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 16th DAY OF JUNE 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

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

ROLL CALL

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

ABSENT: Mr. Stone

4. AMENDMENTS TO AGENDA

W. Kevin Massengill, County Administrator stated that there was a need to amend the agenda under Closed Session to add to §2.2-3711 (A) (7) Consultation With Legal Counsel: Description of Property Ownership.

John C. Blair II, County Attorney, stated that there would be no public hearing during the 7:00 p.m. portion of the meeting. The Planning Commission, at their meeting last week, did not recommend that the Bird Ordinance come before the Board of Supervisors until staff had an opportunity to recommend any further amendments. Once those recommendations are made, the matter will come 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 agenda is amended as stated.

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

5.A. CONSENT AGENDA: APPROVAL OF MINUTES FOR APRIL 21, 2009
SPECIAL MEETING

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the April 21, 2009 Special Meeting Minutes are approved.

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

CONSENT AGENDA: APPROVAL OF MINUTES FOR APRIL 28, 2009
REGULAR MEETING

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the April 28, 2009 Regular Meeting Minutes are approved.

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

**CONSENT AGENDA: APPROVAL OF MINUTES FOR MAY 12, 2009
 SPECIAL MEETING**

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the May 12, 2009 Special Meeting Minutes are approved.

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

5. B. CONSENT AGENDA: CLAIMS

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

CLAIMS	May 15, 2009	May 22, 2009	June 5, 2009	May 2009 Payroll	TOTALS
	Void 1068802 1068803- 1068874	Void 1068875 1068876- 1068967	Void 1069036 1069037- 1069117	Void 1068968 1068969- 1069035	
101 - General Fund	\$49,613.38	\$238,776.65	\$35,905.01	\$833,957.89	\$1,158,252.93
103 - Jail Commission	\$163.12	\$53.55	\$41.98		\$258.65
105 - Playground Equipment					
202 - Medical Center					\$0.00
209 - Litter Grant Fund					
210 - Community Develpmt					\$0.00
226 - Law Library					
228 - Fire Programs & EMS	\$750.00		\$2,749.11		\$3,499.11
229 - Forfeited Asset Sharing Program					\$0.00
301 - School Construction		\$17,287.40			\$17,287.40
305 - Capital Projects Fund	\$52,512.50	\$6,613.08	\$171,785.53		\$230,911.11
401 - County Debt Service			\$29,733.54		\$29,733.54
3-101 - Revenue		\$400.00	\$100.00		\$500.00
TOTALS	\$103,039.00	\$263,130.68	\$240,315.17	\$833,957.89	\$1,440,442.74

**5. C. CONSENT AGENDA: SCHOOL BOND REQUISITIONS FROM PROJECT FUND:
 HS-51; ES-54; FH-07**

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, June 9, 2009.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$136,856.42 from the VPSA 2007 Bonds, is approved.

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

No. HS -51

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: June 9, 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>
\$ 131,169.50	Kenbridge Construction Co., Inc.	Application for Payment No. 35
\$ 5,686.92	Resilite Sports Products, Inc.	Equipment – Wrestling Mat
\$ 136,856.42	TOTAL OF THIS REQUISITION	

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

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

No. ES- 54

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: June 9, 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. 33
\$ 20,000.00	TOTAL OF THIS REQUISITION	

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$31,918.20 from the VPSA 2007 Bonds is approved.

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

No. FH-07

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: June 9, 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>
\$ 15,293.20	Moseley Architects	Architectural Services \$1,281.00 – Stormwater Mgmt. \$2,622.20 – Civil Engineering \$5,400.00 – Amend 02 Addtl. Survey \$4,000.00 – Amend 02 Undgr. Utility Locator \$1,950.00 – Amend 02 Wetlands Permitting
\$ 16,625.00	Instrumentation & Control Systems Engineering, Inc.	Stadium Sports Lighting
\$ 31,918.20	TOTAL OF THIS REQUISITION	

5.D. CONSENT AGENDA: DINWIDDIE COUNTY / BRUNSWICK COUNTY MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Mutual Aid Agreement for Emergency Services between Dinwiddie County and Brunswick County is approved as stated.

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

MUTUAL AID AGREEMENT FOR EMERGENCY SERVICES

THIS AGREEMENT, made this 20th day of May, 2009 by and between the COUNTY OF DINWIDDIE and the COUNTY OF BRUNSWICK, VIRGINIA.

WITNESSETH:

WHEREAS, it has been determined that the provision of Emergency Services across jurisdictional lines in emergencies will increase the ability of the parties to preserve health, safety and welfare of the citizens of the adjoining counties; and

WHEREAS, Section 44-146.20 of the code of Virginia, 1950, as amended, authorizes local governments to establish and carry into effect a plan to provide mutual aid.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree s follows:

1. That the parties hereto will endeavor to provide emergency services support to the jurisdictions which are parties to this Agreement within the capabilities available at the time the request for such support is made. "Emergency services" in this Agreement is defined as fire-fighting services, police services, rescue services, communications, emergency management services, hazardous materials services and the administration of approved state and federal disaster recovery and assistance programs.
2. That nothing contained in this Agreement should in any manner be construed to compel any of the parties hereto to respond to a request for emergency services support when the apparatus or personnel of the jurisdiction to whom the request is made is, in the opinion of that jurisdiction, needed or is being used within the boundaries of that jurisdiction, nor shall any such request compel the requested jurisdiction to continue to offer emergency services support in another jurisdiction when its apparatus or equipment is, in the opinion of the requested jurisdiction, needed for any reason within the boundaries of its jurisdiction.
3. That no party to the Agreement shall be liable to any other party hereto for any loss, damage, personal injury, or death to emergency services support personnel or equipment resulting for the performance of any services under this Agreement, whether such loss, damage, injury, or death shall occur within the jurisdictional boundaries of the respective parties hereto.
4. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering emergency assistance outside its boundaries.
5. That there shall be no liability to any of the parties hereto for reimbursement for injuries to apparatus, equipment or personnel occasioned by a response, or for injuries to such apparatus, equipment or personnel incurred when going to or returning from another jurisdiction.
6. That each party requesting assistance under the terms of this Agreement agrees to pay the actual cost of specialized agents such as foam, light water, etc., or other expended consumable supplies, which are used in providing emergency services within its jurisdiction.
7. That any party hereto desiring to request assistance pursuant to the terms and conditions of this Agreement shall make such request to the ranking operational duty officer or to the chief executive officer of each party hereto.
8. The personnel of any party rendering assistance to a jurisdiction requesting assistance under this Agreement shall render such assistance under the direction of the appropriate official designated by the requesting jurisdiction; provided, however, that the ultimate control of personnel of any party rendering assistance shall be by the officers or supervisors of such personnel.
9. That the parties contracting hereto recognize that they are each fully capable of providing independent services to adequately serve their respective political subdivisions.
10. All pensions, relief, disability, workers' compensation, life and health insurance, and other benefits enjoyed by said employees shall extend to the services they perform under this Agreement outside their respective jurisdictions.

11. All employees, personnel, and agents of the parties to this Agreement shall have the same powers, rights, benefits, privileges, and immunities in every jurisdiction subscribing to this Agreement.
12. This Agreement repeals and supersedes all previous written agreements or oral understandings relating to the provision of mutual emergency services as outlined in this document.
13. This Agreement may be amended or modified by the mutual consent of all parties hereto and any party to this Agreement may withdraw from this Agreement at any time by giving thirty (30) days written notice to that effect to the other parties hereto.

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

5. E. CONSENT AGENDA: CONTRACT FOR UPGRADE OF E911/SHERIFF'S OFFICE RECORDS MANAGEMENT SYSTEMS

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

BACKGROUND

Five years ago, the County of Dinwiddie procured Computer Aided Dispatch (CAD), Records Management System (RMS), and Jail Management System (JMS) from InterAct911, Inc. as part of the E911 and Sheriff's Office records management system. Since then the CAD application has been upgraded by InterAct, and therefore the County now needs to upgrade to the latest release. Both the RMS and JMS applications have received an end-of-life date of Jun 2010 from Interact. To be proactive, the Department of Information Technology, in conjunction with the Sheriff's Office, has researched a replacement application for RMS/JMS. Mobile In-Synch (RMS) and Jail Tracker (JMS) have been chosen to replace both legacy systems.

Through the Virginia Department of Criminal Justice Services, the County's IT Department was able to successfully obtain a \$466,571 Law Enforcement Services Regional Crime Information Sharing Networks Grant to carry out the three application/hardware upgrades. In addition, this grant also allows Dinwiddie County to fully fund the upgrade to the dispatch center and implement Mobile Data Terminals in the Sheriff's Office vehicles. All four of these projects will be worked in parallel and have a completion date August 30, 2009.

CONTRACT NEGOTIATIONS

To date the County has invested over \$250,000 for the current integrated Computer Aided Dispatch, Mapping, and Records Management System. The primary focus of these projects was to improve the effectiveness and efficiency of day-to-day public safety operations and emergency response by law, fire and EMS responders. In addition, the integration of various components to enhance the system was viewed as necessary for continuity and enhancement of existing mission-critical operations, as well as being cost effective.

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

1. Contractors Expertise linked to the current project:
 - a. InterAct911, Inc is familiar with the current systems deployed within Dinwiddie County and has specific knowledge required for the seamless integration of the CAD, Mobile In-Synch, and Jail Tracker within our current environment.
2. Uniqueness of items to be procured from the proposed contractor/vendor:
 - a. InterAct911, Inc is the only vendor that is capable of integrating to the InterAct911 CAD, RMS, and JMS databases to the new application with very minimal downtime.
 - b. Due to the previous investment of over \$250,000 in existing CAD/GEO/RMS systems and the numerous hours of employee training already conducted it would not be financially nor operationally feasible to procure a new CAD/RMS/JMS system to meet another vendor's requirements.

REQUESTED ACTION

We ask that the County Administrator be allowed to execute the agreement for this

public safety software/hardware upgrade between the County of Dinwiddie and InterAct911, Inc.

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the necessary documents to award the contract to InterAct911, Inc for an amount not to exceed \$152,588.00 for the installation and configuration of CAD, Mobile In-Synch, and Jail Tracker.

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

Nays: None

Absent: Mr. Stone

5.E. CONTRACT FOR UPGRADE OF E911/SHERIFF'S OFFICE RECORDS MANAGEMENT SYSTEMS

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

BACKGROUND

Five years ago, the County of Dinwiddie procured Computer Aided Dispatch (CAD), Records Management System (RMS), and Jail Management System (JMS) from InterAct911, Inc. as part of the E911 and Sheriff's Office records management system. Since then the CAD application has been upgraded by InterAct, and therefore the County now needs to upgrade to the latest release. Both the RMS and JMS applications have received an end-of-life date of Jun 2010 from Interact. To be proactive, the Department of Information Technology, in conjunction with the Sheriff's Office, has researched a replacement application for RMS/JMS. Mobile In-Synch (RMS) and Jail Tracker (JMS) have been chosen to replace both legacy systems.

Through the Virginia Department of Criminal Justice Services, the County's IT Department was able to successfully obtain a \$466,571 Law Enforcement Services Regional Crime Information Sharing Networks Grant to carry out the three application/hardware upgrades. In addition, this grant also allows Dinwiddie County to fully fund the upgrade to the dispatch center and implement Mobile Data Terminals in the Sheriff's Office vehicles. All four of these projects will be worked in parallel and have a completion date August 30, 2009.

CONTRACT NEGOTIATIONS

To date the County has invested over \$250,000 for the current integrated Computer Aided Dispatch, Mapping, and Records Management System. The primary focus of these projects was to improve the effectiveness and efficiency of day-to-day public safety operations and emergency response by law, fire and EMS responders. In addition, the integration of various components to enhance the system was viewed as necessary for continuity and enhancement of existing mission-critical operations, as well as being cost effective.

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1. Contractors Expertise linked to the current project:
 - a. InterAct911, Inc is familiar with the current systems deployed within Dinwiddie County and has specific knowledge required for the seamless integration of the CAD, Mobile In-Synch, and Jail Tracker within our current environment.
2. Uniqueness of items to be procured from the proposed contractor/vendor:
 - c. InterAct911, Inc is the only vendor that is capable of integrating to the InterAct911 CAD, RMS, and JMS databases to the new application with very minimal downtime.
 - d. Due to the previous investment of over \$250,000 in existing CAD/GEO/RMS systems and the numerous hours of employee training already conducted it would not be financially nor operationally feasible to procure a new CAD/RMS/JMS system to meet another vendor's requirements.

REQUESTED ACTION

We ask that the County Administrator be allowed to execute the agreement for this public safety software/hardware upgrade between the County of Dinwiddie and InterAct911, Inc.

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the necessary documents to award the contract to InterAct911, Inc for an amount not to exceed \$152,588.00 for the installation and configuration of CAD, Mobile In-Synch, and Jail Tracker.

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

6.A. REPORT: VIRGINIA DEPARTMENT OF TRANSPORTATION

Mr. Varney was not able to attend the meeting.

7.A. ACTION ITEM: DEPARTMENT OF HISTORIC RESOURCES CONTRACT APPROVAL

The Board received the memo below from Mark Bassett, Director of Planning. The information was presented by John C. Blair II, County Attorney.

Background

On May 20, 2008, the Board was presented with an opportunity for the County to partner with the Virginia Department of Historic Resources (VDHR) to conduct a county-wide survey of the County's historic resources through VDHR's Cost Share Grant Program. The purpose of the Dinwiddie County Comprehensive Architectural Survey is to identify and document historic resources in the County. The Survey will be conducted in phases, the first phase of which will survey the Rohoic Magisterial District. Also on May 20, 2008, the Board authorized funding for the first phase of the Survey, in an amount not to exceed \$18,000.00, from the Planning Department's Budget and other funds.

Although the funds have been allocated for the Survey, the County has not yet entered into a formal agreement with VDHR to conduct the Rohoic survey. The State Survey and Planning Funds Agreement, a copy of which is attached to this memo, documents the understanding between the County and VDHR with respect to the Rohoic survey. The County and VDHR each will provide funding up to \$12,837.50 to prepare reconnaissance level documentation on a minimum of 170 properties in the Rohoic Magisterial District. Close out of the project shall occur no later than June 1, 2010.

Requested Action:

We request that the Board of Supervisors authorize W. Kevin Massengill, County Administrator, to execute the State Survey and Planning Funds Agreement between Dinwiddie County and the Virginia Department of Historic Resources.

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

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize the County's participation in the Dinwiddie County Comprehensive Architectural Survey, Phase One, by authorizing W. Kevin Massengill, County Administrator, to execute the State Survey and Planning Funds Agreement between Dinwiddie County and the Virginia Department of Historic Resources.

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

**STATE SURVEY AND PLANNING FUNDS AGREEMENT
FISCAL YEAR 2008-09**

This agreement is entered into on the **14th day of May 2009**, by Dinwiddie County (County) and the Virginia Department of Historic Resources (DHR), to carry out the Dinwiddie County Comprehensive Architectural Survey, Part One (Rohoic Magisterial District). For this project, reconnaissance-level documentation on a minimum of 170 properties located in the project's study area will be prepared, to include consideration of cultural landscapes, and a comprehensive survey report and a slide (or PowerPoint) presentation shall also be provided. Areas and properties to be documented are located in the Rohoic Magisterial District, as identified on the map attached hereto as Exhibit A, and shall be determined in consultation with the County and DHR. It is the mutual hope and expectation of the County and DHR that this historic preservation documentation effort

will be the first in a series of project phases designed to accomplish a County-wide comprehensive survey, and that the resulting information will support the County's long term preservation planning goals.

Witness that the County and DHR in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

Scope of Agreement: The County shall provide funding up to the amount of \$12,837.50, and in-kind support (in the form of assistance with accessing files for County resources and GIS; access to the County's historic property documentation and facilitating access to the historic property documentation of the Dinwiddie County Historical Society; and assistance in obtaining information from and about the Petersburg National Battlefield, a National Park Service resource), and DHR shall provide funding up to the amount of \$12,837.50, to prepare documentation at the reconnaissance level on a minimum of 170 properties located within the County's Rohoic Magisterial District, and to prepare a comprehensive survey report and a scripted PowerPoint (or slide) presentation. The project will also include reconnaissance-level documentation of cultural landscapes that may be identified during the project, placing priority on those deemed to be potential candidates for National Register of Historic Places and Virginia Landmarks Register eligibility; recordation of cultural landscapes will be counted towards the minimum required number of properties documented. The County and DHR will determine priority areas for survey in consultation with the contractor. Also, at the discretion of the County and DHR, documentation of properties at the intensive level (including cultural landscapes) may be substituted for reconnaissance level survey, reducing the number of properties surveyed at the reconnaissance level by two (2), for each property to be surveyed at the intensive level; and at the discretion of the County and DHR, a Preliminary Information Form may be prepared on the West Petersburg neighborhood, in exchange for preparation of reconnaissance-level documentation packages on twelve (12) properties. All work is to conform to DHR's requirements. Both DHR and the County will participate in periodic meetings and review interim documentation with respect to the project, in accordance with the anticipated project schedule attached hereto as Exhibit B; however, DHR will assume all administrative responsibilities for the project including contracting with a qualified vendor in accordance with the Virginia Public Procurement Act, paying all bills, monitoring the progress of the project, and ensuring final delivery of a satisfactory product. The final amount of funding to be provided by the County and by DHR shall be determined according to the fee of the selected contractor, which may be less than the anticipated project budget. Should the total cost for the selected contractor be less than the total funds available for this project the total cost will be split proportionally between parties to this agreement, according to the proportion of funding levels stated herein; or, should the total cost be greater than the total funds available for this project, the terms of this agreement shall be renegotiated, subject to appropriation of additional funds by the Board of Supervisors of the County.

Period of Performance: DHR Cost Share Program funds for this project will be available during the August 1, 2008 – June 1, 2010 period only. All work on the project is to be completed by March 31, 2010 to ensure close out of the project by June 1, 2010, unless a mutual agreement between the County and DHR provides for extension of the contract period beyond this date.

Funding Contingency: DHR Cost Share program funding is contingent upon budgetary considerations. It is understood and agreed between the parties herein that DHR and the County, respectively, shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. Should funding limitations with respect to DHR or the County curtail the project, any remaining funding from the County or DHR, respectively, shall be returned by DHR or the County, respectively, within 30 days of project termination.

This agreement shall consist of:

1. This signed form; and
2. Any negotiated modifications to the Application, all such modifications to be in writing and signed by all parties hereto, all of which documents shall be incorporated herein.

In witness whereof, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPLICANT:
DINWIDDIE COUNTY

SOLICITOR:
DEPARTMENT OF HISTORIC
RESOURCES

7. B. ACTION ITEM: APPROPRIATION REQUEST – VEHICLES FOR SHERIFF'S OFFICE

The Board received the memo below from Sheriff B. B. "Dusty" Rhodes.

On Sunday night, 06/07/09 a deputy requested immediate backup assistance on a situation and the deputy responding never arrived due to the transmission of his vehicle going out. This created a potentially dangerous situation for the deputy requesting the assistance. Fortunately, the requesting unit was able to safely control the situation at hand, or the results could have been disastrous.

The responding unit was a 2003 Ford with 142,054 miles on it. We do not presently have a dependable spare car to provide this unit with, so a 2004 Ford with 95,960 miles on it will be utilized by one deputy during his shift, and another deputy on the relieving shift. This will put double mileage on this vehicle until a replacement can be obtained, or the 2003 Ford repaired. We do have a spare car with over 141,000 miles; however, it has no radio and we are going to change out the transmission at a cost of approximately \$500 (keeping in mind that this transmission already has excessive mileage).

Although the recently approved budget did not include the usual annual rotational replacement of six patrol vehicles for the coming fiscal year, the Sheriff's Office is in dire need of new patrol cars in order to continue to provide dependable law enforcement to the citizens of Dinwiddie County and safe, dependable equipment for the deputies.

As of June 10th, we have twenty-one (21) marked patrol vehicles, three (3) marked civil process vehicles and three (3) marked School Resource Officer vehicles on the road. Of those, four (4) patrol vehicles, two (2) civil process and two (2) School Resource vehicles all have in excess of 120,000 miles. In addition, we have one patrol vehicle and one School Resource vehicle with over 107,000 miles on them.

We have found that the average mileage put on a patrol vehicle per year is approximately 29,000 miles.

As of this date, there are no more Dodge Chargers (less expensive than Fords) available, and the dealers have advised us that there may not be any production in 2010. A check with both local Ford dealers that have state contracts revealed that one dealer has nine (9) white vehicles that they can completely outfit (lights, sirens, cages, etc.) for approximately \$25,000 each. With the present economy and manufacturing crunch, they do not anticipate getting any more of these vehicles for a while.

I believe that with the present economy, we would be remiss in not purchasing four (4) or five (5) of these vehicles that are available; and setting aside our large mileage vehicles to utilize as spares or for spare parts for those that break down. When the automobile manufacturers finally get back into producing more vehicles, those cars will probably cost in excess of the present \$25,000.

The County Administrator and Sheriff have recently negotiated a new jail contract with Piedmont Regional Jail that will save a substantial amount of money in the coming years. Additionally we have terminated, effective 07/01/09, a contract entered into by the previous Sheriff (probably necessary at the time) that was costing much more in bed rentals thereby forcing us to pay thousands of dollars every month for bed space we did not use. This will, in turn, save us a large amount of money over the upcoming year.

Please keep in mind that these vehicles also bring money into the county in the form of court fines which amounted to an excess of over \$200,000 more than was budgeted in the 2008-2009 fiscal year.

At the present time we have applied for a grant for five additional officers (four road deputies and an additional investigator) whose salaries will be paid for three years, but we will have to provide them with uniforms and equipment. If approved, and we do not have sufficient vehicles, they will also have to double up on vehicle usage which will put between 58,000 and 60,000 miles on each of those vehicles each year.

If additional vehicle purchase is approved, we can have the new vehicles on the road within four weeks (if they are still available).

There was discussion by the Board members as to budget situation, the revenue shortfall at this time; and the possibility of repairing existing vehicles and keeping them running for the time being.

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

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia does hereby amend the FY 09/10 General Fund expenditure budget and appropriate from the undesignated General fund balance an amount not to exceed \$27,000 for the purchase of one additional police car.

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

8. CITIZEN COMMENTS

The Chair opened the citizen comments period.

1. Robert Hoyle - 22717 Old Vaughn Road – spoke in opposition to the Springsted study.
2. June W. Crumpler – 15320 Boydton Plank Road – spoke regarding revenue that is lost because of tax exempt status for certain real estate parcels.

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: expressed appreciation to the Board for their attendance at the Community Development Advance; stated that staff is keeping an eye on the State budget situation – there is a \$3 million shortfall this month; the County's revenue shortfall from incoming tax payments – last Friday 20-25% remaining to come in; next Board workshop date is July 7th at 4:00 p.m. in the Multi-purpose room - items for discussion: Sports Complex, Commerce Park issues; County cell phone policy is in draft form (Mr. Massengill asked whether the Board wants a section as to whether County employees may not drive and use cell phones at the same time); he spoke with Mr. Clark (Dr. Maranzano out of the office) regarding a meeting on Rowanty (will hopefully take place next month); Meherrin River Regional Jail - Mecklenburg County intends to continue using PPPA procurement (Sussex County seeking to join the Authority); Ford Volunteer Fire Department pre-bid conference was last week with bids due July 1st; Medical Center moving forward – mandatory pre-bid conference next week; monitoring Blackstone area bus – Dinwiddie County has best ridership.

10. BOARD MEMBER COMMENTS

Mr. Talmage stated that on July 14th Dinwiddie County Recreation and Sutherland Ruritan Club will jointly hold a blood drive at Eastside Community Enhancement Center at 7:00 p.m.

Mr. Moody stated he had received a request regarding the Dinwiddie bus route – that a detour from the current route might get more ridership.

11. CLOSED SESSION:

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

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

- a. §2.2-3711 (A) (1) Personnel Matters
 - Appointments
 - Appomattox Regional Library Board
 - Crater District Area on Aging
 - Resource Conservation & Development Council
 - Dinwiddie County Social Services Board
- b. §2.2-3711 (A) (5) Business and Industry Development:
 - Prospective Business & Industry
 -
- c. §2.2-3711 (A) (3) Real Property:
 - Disposition of Government Owned Property
 - Description of Property Ownership

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

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

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

CERTIFICATION

WHEREAS, this Board convened in a closed meeting under:

- a. §2.2-3711 (A) (1) Personnel Matters
 - Appointments
 - Appomattox Regional Library Board
 - Crater District Area on Aging
 - Resource Conservation & Development Council
 - Dinwiddie County Social Services Board
- b. §2.2-3711 (A) (5) Business and Industry Development:
 - Prospective Business & Industry
 -
- c. §2.2-3711 (A) (3) Real Property:
 - Disposition of Government Owned Property
 - Description of Property Ownership

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 Ms. Moody, this Certification Resolution was adopted.

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

12. PUBLIC HEARING: ORDINANCE AMENDING THE CODE OF DINWIDDIE COUNTY, CHAPTER 22, ZONING: ARTICLE I, IN GENERAL, SECTION 221, DEFINITIONS AND ADDING ARTICLE Virginia, SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 22-244, KEEPING OF COMPANION BIRDS

John C. Blair II, County Attorney, stated that the Planning Commission had heard this matter at their meeting the previous week and did not recommend that that the ordinance come before the Board of Supervisors until staff had an opportunity to recommend any further amendments. Once those recommendations are made, the matter will come to the Board.

13. OLD / NEW BUSINESS: APPOINTMENTS

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Sharon Bonner Yates is reappointed to the Appomattox Regional Library Board for a term expiring on June 30, 2013.

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

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

Be IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Sarah O. Beville is reappointed to the Crater District Area On Aging for a term expiring June 30, 2013.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Susan A. Watkins is reappointed to the Resource Conservation and Development Council for a term expiring June 30, 2013.

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

Nays: None

Absent: Mr. Stone

14. CITIZEN COMMENTS

The Chair opened the citizen comments period.

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

15. ADJOURNMENT

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

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

Nays: None

Absent: Mr. Stone

The meeting was adjourned at 7:10 p.m.

Donald L. Haraway
Chairman

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

/wjn