

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 21ST DAY OF JULY 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
MICHAEL W. STONE ELECTION DISTRICT #5

ABSENT: DORETHA E. MOODY ELECTION DISTRICT #4

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: Mr. Talmage
Mr. Stone
Mr. Moody
Mr. Haraway

ABSENT: Ms. Moody

4. AMENDMENTS TO AGENDA

W. Kevin Massengill, County Administrator, stated that there was a need to add §2.2-3711 Legal Consultation, Transportation under Item 11. Closed Session.

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

Mr. Moody requested that Item 5.D. VHB Annual Contract Renewal, be pulled from the consent agenda for discussion.

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

BE IT RESOLVED that the agenda is approved with the removal from the consent agenda of Item 5.D. VHB Annual Contract Renewal, for discussion.

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

**5.A. CONSENT AGENDA: APPROVAL OF MINUTES FOR MAY 19, 2009
REGULAR MEETING**

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the May 19, 2009 Regular Meeting Minutes are approved.

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

**CONSENT AGENDA: APPROVAL OF MINUTES FOR MAY 28, 2009
SPECIAL MEETING**

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

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

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

**CONSENT AGENDA: APPROVAL OF MINUTES FOR MAY 29, 2009
SPECIAL MEETING**

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the May 29, 2009 Special Meeting Minutes are approved.

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

**CONSENT AGENDA: APPROVAL OF MINUTES FOR JUNE 16, 2009
REGULAR MEETING**

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the June 16, 2009 Regular Meeting Minutes are approved.

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

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

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

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

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

5. B. CONSENT AGENDA: CLAIMS

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

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

CLAIMS	June 12, 2009	June 19, 2009	June 19, 2009	June 26, 2009	June 30, 2009	June 30, 2009
	Void 1069120	Void 1069205	Medical Center	Void 1069393	Void 1069572	Medical Center
	1069121- 1069204	1069206- 1069319	1010-1011	1069394- 1069551	1069573- 1069642	1012

101 - General Fund	\$179,838.08	\$118,241.95		\$160,254.20	\$42,648.07	
103 - Jail Commission		\$213.61		\$22.00	\$4.58	
105 - Playground Equipment						
202 - Medical Center			\$50.00			\$324.76
209 - Litter Grant Fund						
210 - Community Developmt						
226 - Law Library						
228 - Fire Programs & EMS				\$7,665.81		
229 - Forfeited Asset Sharing Program					\$1,670.99	
301 - School Construction		\$37,605.12				
304 - CDBG Grant Fund	\$3.42					
305 - Capital Projects Fund	\$3,429.72	\$60,980.85		\$46,117.96	\$40,596.88	
401 - County Debt Service	\$44,909.00			\$29,787.96		
3-101 - Revenue	\$100.00	\$300.00		\$200.00		
3-202 - Medical Center			\$36,150.00			
TOTALS	\$228,280.22	\$217,341.53	\$36,200.00	\$244,047.93	\$84,920.52	\$324.76

CLAIMS	June 30, 2009	July 1, 2009	July 10, 2009	June 30 Payroll	June 29, 2009	
	Void 1069120	n/a	1069552	1069644	Void 1069320	Payroll
	1069121-1069204	1069887-1069688	1069553-1069571	1069645-1069686	1069321-1069392	July 30, 4828
						TOTALS
101 - General Fund	\$258.90	\$290,226.46	\$281,215.80	\$850,680.87	\$1,178.19	\$1,924,542.52
103 - Jail Commission						\$240.19
105 - Playground Equipment						
202 - Medical Center						\$374.76
209 - Litter Grant Fund						
210 - Community Developmt						\$0.00
226 - Law Library						
228 - Fire Programs & EMS			\$955.00			\$8,620.81
229 - Forfeited Asset Sharing Program						\$1,670.99
301 - School Construction						\$37,605.12
304 - CDBG Grant Fund						\$3.42
305 - Capital Projects Fund	\$258.90					\$151,384.31
401 - County Debt Service		\$42,040.00	\$14,760.00			\$131,496.96

3-101 - Revenue						\$600.00
3-202 - Medical Center						\$36,150.00
TOTALS	\$517.80	\$332,266.46	\$296,930.80	\$850,680.87	\$1,178.19	\$2,292,689.08

**5. C. CONSENT AGENDA: SCHOOL BOND REQUISITIONS FROM PROJECT FUND:
HS-52; ES-55; FH-08**

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, July 14, 2009.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$100,000 from the VPSA 2007 Bonds, is approved.

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

Nays: None

Absent: Ms. Moody

No. HS -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: July 14, 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>
\$ 100,000.00	Kenbridge Construction Co., Inc.	Application for Payment No. 36
\$ 100,000.00	TOTAL OF THIS REQUISITION	

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$10,000.00 from the VPSA 2007 Bonds is approved.

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

Nays: None

Absent: Ms. Moody

No. ES- 55

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: July 14, 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>
\$ 10,000.00	Kenbridge Construction Co., Inc.	Application for Payment No. 34
\$ 10,000.00	TOTAL OF THIS REQUISITION	

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$34,446.35 from the VPSA 2007 Bonds is approved.

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

Nays: None

Absent: Ms. Moody

No. FH-08

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: July 15, 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>
\$ 13,952.00	Moseley Architects	Architectural Services \$3,338.00 – Stadium Lighting Replacement \$690.00 – Amend 01 Stake Out Fieldhouse \$5,850.00 – Amend 02 Wetlands Permitting \$4,074 – Consultant Investigation AGS, Inc.
\$ 20,494.35	Instrumentation & Control	Stadium Sports Lighting

\$ 34,446.35

Systems Engineering, Inc. Application 2 – 6/30/09
TOTAL OF THIS REQUISITION

5.D. CONSENT AGENDA: VANSSE HANGEN BRUSTLIN, INC. (VHB) ANNUAL CONTRACT RENEWAL

NOTE: This item was pulled from the consent agenda and discussed by the Board before approval.

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

BACKGROUND

We wish to renew the current contract for engineering services with Vanasse Hangen Brustlin (VHB) for a period of one additional year under the terms outlined in the attached contract. This is the last renewal of VHB's original contract with the County. VHB has functioned as the County's engineer for the past two years and has several large County projects in progress.

REQUESTED ACTION

We are asking for approval of the following resolution. Funding for the engineering contract is available in the current FY 2010 general fund and CIP budgets.

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

BE IT RESOLVED, that the Board of Supervisors does hereby authorize and direct the County Administrator to execute a contract for engineering services for a period of one year with Vanssehagen Brustlin, Inc. (VHB) in an amount not to exceed \$500,000.

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

Nays: None

Absent: Ms. Moody

**VANASSE HANGEN BRUSTLIN, INC.
TERMS AND CONDITIONS OF AGREEMENT**

The engagement of Vanasse Hangen Brustlin, Inc. (VHB) by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. Payment to VHB is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. **A RETAINER OF \$0 IS REQUIRED BEFORE SERVICES CAN COMMENCE UNDER THE AGREEMENT.**
4. Requests for additional services and any associated fee adjustment must be authorized and agreed to by both parties in writing before additional services can begin.
5. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
7. Invoice payments must be kept for services to continue. If the client fails to pay any invoice due to VHB within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client, suspend services under this Agreement until VHB has been paid in full all amounts due VHB and/or any of its Consultants and Subcontractors.

Seal plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. Among other things, VHB's project manager and Client's representative will confer as often as reasonably necessary about any issues that arise involving invoicing and collections.

Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay Engineer. VHB, at its option, may revise and resubmit disputed amounts at a later date.

8. VHB agrees to carry the following insurance during the term of this Agreement:
- Workman's Compensation and Employer's Liability Insurance in compliance with statutory limits.
 - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.
 - Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
 - Automobile Liability Insurance including non-owned and hired automobiles with the following limits:
 - Bodily Injury \$500,000 each person
\$500,000 each occurrence
 - Property Damage \$100,000 each occurrence

Certificates of Insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

9. The Client and VHB shall at all times to the extent permitted by law indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.
10. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB.
11. VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information required to be provided by Client under this Agreement.
12. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the job site.

13. VHB's services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that VHB's services require decisions which are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet or transfer the duties of interest in this Agreement without the written consent of VHB.

14. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").

Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. VHB shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.

15. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB's having to certify, guaranty or warrant the existence of conditions whose existence VHB cannot ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information and belief subject to the preceding sentence, and shall be given in VHB's professional opinion consistent with the Standard of Care. VHB shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.

16. Client hereby agrees that to the fullest extent permitted by law, VHB's total liability to Client and any persons or entities claiming by through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including; but not limited to VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed \$50,000 (fifty thousand dollars).

17. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to VHB; and the Client, shall release, indemnify and hold harmless VHB from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and not as record documents.

18. To the extent permitted by law, VHB retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized VHB representative. Subject to Term No. 17 above, VHB licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.

19. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either part to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of

meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.

20. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however the same may be caused.
21. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and VHB.
22. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the client or VHB. VHB's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against VHB because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any VHB employee, representative or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, the Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.
23. Any taxes or fees, enacted by local, state or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.
24. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

5. E. CONSENT AGENDA: AMBULANCE BILLING UNCOLLECTIBLE ACCOUNTS

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

The ambulance billing company, Diversified Ambulance Billing, has 442 patient accounts totaling \$194,396 with dates of service from November 2004 – January 2009 which they have deemed uncollectible. They would like approval from the Board to write these accounts off as bad debt. DAB has followed their protocol of sending four bills to the patients, and they will turn these accounts back over to the County if they aren't approved for write off. The County then has the option of giving the delinquent accounts to a collection agency. Almost all of these accounts are self pay. Our recommendation is to write off the \$194,396 as bad debt in keeping with the Board's previous policy of writing off self-pay ambulance accounts.

The attached chart shows the charges, collections, and bad debt write offs since February 2003.

We are asking for approval of the resolution below.

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

BE IT RESOLVED, that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize Diversified Ambulance Billing to write off the 442 accounts totaling \$194,396 in uncollectible ambulance charges.

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

6.A. REPORT: VIRGINIA DEPARTMENT OF TRANSPORTATION

Mr. Ray Varney, VDOT Resident Engineer presented the information below.

1. I-85 – Patching Contracts – Two contracts are underway. The contractor currently working on northbound I-85 continues to work at night. This contract is scheduled to end 9/22/09. The other contract is for repairs northbound from Rt. 460 south on the northbound lane on I-85 and is scheduled to begin work in Dinwiddie at the end of this month. This contract is scheduled to end 10/31/09.
2. Street Resurfacing – Work to resurface portions of some secondaries and a portion of Route 460 is scheduled to begin this month. Portions of the following secondaries will be resurfaced:
 - a. Johnson Road
 - b. Wilkerson Road
 - c. Colemans Lake Road
 - d. Olgers Road
 - e. Quaker Road
 - f. Walkers Mill Road
 - g. Duncan Road
3. Working on an asphalt contract that will improve the pavement on Carson Road (Route 703) as it leaves Route 1 and goes to the bridge in Dinwiddie; and a contract that would finish the resurfacing work that began last summer on (Route 627) Courthouse Road (Five Forks to Route 460).

Mr. Talmage thanked Mr. Varney for looking at Blue Tartan Road as he had asked. He asked the status of the place he had indicated to Mr. Varney where it was flooding. He also asked about Lewis Road (Route 714) Traveling south on Route 1 when turning onto Lewis Road to the right it is beginning to wash out and may undermine the road surface. He asked that Mr. Varney assess it.

Mr. Varney answered that the ditch work on Blue Tartan Road will be taken care of. He stated that the culverts are 36" and will not be replaced. He stated that he would look at the area Mr. Talmage indicated on Lewis Road.

Mr. Stone asked if there were any I-85 southbound projects scheduled. Mr. Stone said that he had requested numerous times that patches be repaired on I-85 and that VDOT had done some work on southbound. However, there is still a great deal that needs to be done north and southbound from the county line down to Brunswick.

Mr. Varney answered that he did not know of any but would check on it.

Mr. Stone asked about the current work being done on I-85 from Route 460 to Route 1. He questioned whether it was more cost effective to do it staged over a prolonged period of time as it is being done, rather than how it is done on I-95 where an entire lane between point A and B is replaced in one night.

Mr. Varney answered that it depends on the type of work that is being done. He stated that at this time on I-85 they are cutting out the bad concrete and putting something under it so they can come back and overlay it with asphalt. The finished surface from Route 460 to Route 1 will be asphalt.

Mr. Moody asked if more guardrails were being installed on Route 460.

Mr. Varney answered that part of it is being done with TARP money. When federal dollars are used for surfacing a federal route, everything in the section that is being worked on has to be brought up to federal standards. The guardrail in question was functional but did not meet federal standards; therefore it has to be replaced.

6.B. REPORT: EMERGENCY TELEPHONE NOTIFICATION

Dennis Hale, Division Chief of Fire and EMS, did a visual presentation of how to get into the system; enter information; and discussed what the system is capable of. It has been operational since July 1, 2009 and is currently loaded with reverse 911 data which is all the home telephone numbers the public safety department has within its system. Those individuals can be contacted through their home telephone numbers. The system has the capability of notifying individuals and businesses up to six different ways (3 telephone numbers, 2 e-mails; and SMS text). Chief Hale stated that at this point there is a need for citizens to go into the system and put in any additional information so they can be contacted by the means they

prefer. Citizens have the ability to do that at several different places: 1) the County website (blue box at right-hand corner on webpage); 2) libraries; and 3) they may come into the public safety building to enter their information. He said the process is easy: type in name, address, e-mail address if any; and the 3 telephone numbers where they wish to be contacted (will also do different languages and TTY lines), and SMS text number.

7.A. ACTION ITEM: RESOLUTION: THE SPENDING OF AMERICAN RECOVERY AND REINVESTMENT ACT GRANTS

W. Kevin Massengill, County Administrator, presented the resolution below.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Resolution for The Spending of American Recovery and Reinvestment Act Grants is approved as presented.

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

Nays: None

Absent: Ms. Moody

**RESOLUTION
THE SPENDING OF AMERICAN RECOVERY AND REINVESTMENT ACT GRANTS**

WHEREAS, the economic downturn is having a critical impact on everyday Americans who are struggling to maintain or find jobs in an increasingly difficult environment; and

WHEREAS, those same Americans are the taxpayers who provide the revenue to operate essential government services; and

WHEREAS, the Congress approved and President Obama signed into law the American Recovery and Reinvestment Act that will provide billions of dollars to help economically devastated localities and states immediately protect and provide jobs to millions of Americans; and

WHEREAS, those additional dollars will be used by localities and states to fund public infrastructure, green energy projects, and other activities that will require materials, goods and services; and

WHEREAS, our taxpayer dollars should be spent to maximize the creation of American jobs and restoring the economic vitality of our communities; and,

WHEREAS, materials, goods and services produced in the United States and purchased with public funds will immediately help struggling American families and stabilize our greater economy ; and

WHEREAS, spending for economic recovery should be used, to the fullest extent possible, to buy materials, goods and services that are produced within the United States, thus employing the very workers that pay the taxes supporting the economic recovery effort.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Dinwiddie County resolves to restore economic growth and opportunity by spending American Recovery and Reinvestment Act funds on materials, goods and services that maximize the creation of American jobs and help keep Americans employed.

BE IT FURTHER RESOLVED that the Board of Supervisors of Dinwiddie County commits, to the fullest extent possible, to purchase materials, goods and services made or performed in the United States of American with American Recovery and Reinvestment Act funds provided to Dinwiddie County by American taxpayers.

7.C. ACTION ITEM: RESOLUTION: NATIONAL PAYROLL WEEK, SEPTEMBER 7-11, 2009

W. Kevin Massengill, County Administrator, presented the resolution below.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the resolution adopting National Payroll Week as September 7-11, 2009 is approved as presented.

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

RESOLUTION NATIONAL PAYROLL WEEK

WHEREAS, the American Payroll Association and its 23,000 members have launched a nationwide public awareness campaign that pays tribute to the more than 156 million people who work in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings and withholding federal employment taxes; and

WHEREAS, payroll professionals in Dinwiddie County play a key role in maintaining the economic health of Dinwiddie County carrying out such diverse tasks as paying into the unemployment insurance system, providing information for child support enforcement, and carrying out tax withholding, reporting and depositing; and

WHEREAS, payroll departments collectively spend more than \$15 billion annually complying with myriad federal and state wage and tax laws; and

WHEREAS, payroll professionals play an increasingly important role ensuring the economic security of American families by helping to identify noncustodial parents and making sure they comply with their child support mandates; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about the payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss both improving compliance with government procedures and how compliance can be achieved at less cost to both government and businesses; and

NOW, THEREFORE BE IT RESOLVED, as the week in which Labor Day falls has been proclaimed National Payroll Week, the Board of Supervisors of Dinwiddie County does hereby give additional support to the efforts of the people who work in Dinwiddie County and of the payroll profession by declaring September 7 – 11, 2009 as National Payroll Week for Dinwiddie County, Virginia.

7.C. ACTION ITEM: CELL PHONE POLICY

The Board received the memo below Gail Vance, Director of Human Resources

BACKGROUND

This administrative rule establishes the rules and procedures which govern the use of Dinwiddie County cell phones by officers and employees. All Dinwiddie County employees will receive a copy of this Policy when they receive County cell phones, and it is the responsibility of each Dinwiddie County employee to read and understand this Cell Phone Policy and to comply with its terms. The County provides cell phones to certain Dinwiddie County employees to assist them in the performance of their jobs, primarily for public safety and field work. The County Administrator or designee shall determine the business necessity of each cell phone provided. The cell phone must significantly increase the efficiency or effectiveness of the department's operations.

REQUESTED ACTION

We are asking for approval of the attached Administrative Rule – Cell Phone Policy. Further, we are requesting authorization to implement and carry out the policy and procedures as set forth in the policy.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the County has established the rules and procedures which will govern the use of County cell phones, and

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized to

implement and carry out the policies and procedures in accordance with the Administrative Rule – Cell Phone Policy; and that a progress report monitoring cell phone charges will be presented to the Board of Supervisors after a period of three months.

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

Nays: None

Absent: Ms. Moody

DINWIDDIE COUNTY

ADMINISTRATIVE RULE - CELL PHONE POLICY

PLEASE READ THIS ELECTRONIC SYSTEMS POLICY CAREFULLY. IT ESTABLISHES THE RULES AND PROCEDURES WHICH GOVERN THE USE OF DINWIDDIE COUNTY CELL PHONES BY DINWIDDIE COUNTY OFFICERS AND EMPLOYEES.

Section 1

GENERAL

The objective of this Cell Phone Policy is to establish rules and procedures to govern the use of Dinwiddie County cell phones by the officers and employees of Dinwiddie County. All Dinwiddie County employees will receive a copy of this Policy when they receive County cell phones, and it is the responsibility of each Dinwiddie County employee to read and understand this Cell Phone Policy and to comply with its terms.

Section 2

OWNERSHIP AND USE

Dinwiddie County provides cell phones to certain Dinwiddie County employees to assist them in the performance of their jobs, primarily for public safety and field work. The County Administrator or designee shall determine the business necessity of each cell phone provided. The cell phone must significantly increase the efficiency or effectiveness of the department's operations, and other means of communication should be evaluated as well (pagers, radios, etc.) The cell phones and accounts are the property of the County. All non-public safety staff are forbidden to use personal or County issued cell phones while operating a County owned vehicle.

The cell phones shall be used for appropriate County business purposes only.

Confidential conversations should not be held over cell phones.

If cell phone is lost, the employee should immediately notify the Information Technology department so that the phone number can be deactivated to prevent fraudulent use of the phone. Any lost, stolen or damaged cell phone shall be replaced at the expense of the employee.

Section 3

MONITORING

As the owner of the cell phones, the County (through authorized employees and representatives) has the right to monitor, access, and review the phones and individual phone accounts. The County may conduct such monitoring of the phones for any business reason, including, without limitation, to monitor usage patterns, to detect employee wrongdoing or misconduct (including violations of this Cell Phone Policy), or otherwise to protect the rights or property of the County.

Section 4

MISUSE OF CELL PHONES

Cell phone bills will be monitored on a monthly basis for compliance with the "for business use only" policy. If any personal use is detected, the entire amount of that month's cell

phone bill will be added to the employee's W-2 as taxable income. Additional disciplinary action may also be taken for continued personal use.

7.D. ACTION ITEM: DELINQUENT LAND BOOK AMENDMENT

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

Our office was recently contacted by local attorney T. O. Rainey III, on behalf of Mr. and Mrs. Baskerville to contest delinquent real estate taxes being assessed against a small strip of property owned by the Baskerville's and known as Tax Map #21A-1-N. Billing records in the Treasurer's Office show taxes delinquent for the years 1992 through 2002 owing on this property in the total amount of \$80.54.

Sallie E. Baskerville maintains that she purchased this small strip of property (21A-1-N) along with two other parcels (each being described as a portion of Tax Map #21A-1-816) at a tax sale on or about December 6, 2002. Sale proceeds were to have been applied to delinquent taxes on all three parcels, with Ms. Baskerville to be responsible for all real estate taxes going forward on the three parcels beginning January 1, 2003.

Mr. Rainey's research on behalf of the Baskervilles disclosed that the Special Commissioner's Deed dated February 21, 2003 prepared by Sands Anderson Marks & Miller, PC and subsequent records regarding this transaction erroneously identified all three parcels with the same Tax Map #21A-1-816 and did not separately identify the small strip of property by its own Tax Map #21 A-1-N. By way of this error, the Treasurer's Office was not directed to apply tax sale proceeds in satisfaction of delinquent taxes owed on Tax Map #21 A-1-N, and instead applied all tax sale proceeds in satisfaction of delinquent taxes on the other two parcels, both identified as #21A-1-816.

My research of the land records and a review of the chancery file at the courthouse confirm Mr. Rainey's findings. I have discussed this matter with the County Treasurer, William E. Jones, who agrees that the tax sale proceeds were incorrectly apportioned as a result of the error on the Special Commissioner's Deed. Mr. Jones would like to correct this error in favor of the Baskervilles, pursuant to Section 58.1-3971 (A) of the Code of Virginia, 1950, as amended, which states as follows:

"The attorney shall periodically report to the governing body employing him every parcel of real estate which he ascertains to be improperly placed on the delinquent land books and the governing body, upon satisfying itself of the correctness of the report, or correcting it to conform to the facts, shall certify the information to the treasurer who shall mark his delinquent land book accordingly."

To that end, we are requesting adoption of the following resolution:

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

BE IT RESOLVED, that pursuant to Virginia Code §58.1-3971 (A), the Dinwiddie County Board of Supervisors does hereby certify that Tax Map Parcel #21 A-1-N, owned by Floyd E. and Sallie E. Baskerville, is improperly placed on the delinquent land books, and does hereby authorize the County Treasurer to take such actions as are necessary to remedy same.

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

Nays: None

Absent: Ms. Moody

8. CITIZEN COMMENTS

The Chair opened the citizen comments period.

1. David Dudley – 25901 Smith Grove Road – Petersburg – thanked the County for conducting a CPR class with his Boy Scout pack at a reasonable cost. He said he was glad to see that fall soccer is back under the County Recreation Department. He concluded by saying that he had seen in *The Monitor* that the School Superintendent was leaving. Mr. Dudley said he felt the superintendent was leaving the county with a big expense that it did not need – that the new schools were not needed. He stated a complaint against VDOT- that he had been trying to get school bus stop signs on Smith Grove Road.

2. John Wamsley – 2619 Oxford Drive – Sutherland – asked if the emergency phone notification system had the potential of having private information accessed.
3. Anne Scarborough – P. O. Box 415 – Dinwiddie – spoke of a concern about a hole at the top to the right on the old Courthouse. She stated that cell phone decision should have been made before now. She asked why a committee has not been formed yet regarding Rohoic School. Ms. Scarborough stated that Dinwiddie County should not be one of the top 50 employers of government employees.

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: rest stops on I-85 closed the day of this meeting – concern is that there is nowhere for tractor trailer drivers to rest; concerns regarding traffic control plan for Virginia MotorSports Park – has not heard anything from the State so far regarding his letter to them stating his concerns; at this time traffic control will be done by Virginia State Police and the local Sheriff's Office; he sent a letter to the Cabinet Secretary in charge of Transportation regarding traffic control for the race at Virginia MotorSports in October and the fact that it will cost the Virginia State Police much more in funds than it would cost VDOT; numerous businesses and citizens in the county have contacted him expressing multiple concerns throughout the county as it relates to VDOT; feedback will continue to be sent from this office to the State regarding VDOT issues; a Rowanty meeting was scheduled for mid-August (August 20th is the present school superintendent's last day here) –in addition, a new school superintendent has not been named for Prince George County; as soon as superintendents are named, first order of business will be to ask for a meeting date regarding Rowanty and the future use of Rohoic; there will be a Board Advance scheduled in the month of September regarding the future goals and objectives of the county; the Meherrin River Regional Jail project is moving forward – PPEA bids are out and several bids are expected – before a contract can be signed with any of the bidders, long-term financing will have to receive obligations; Crater Youth Detention in Prince George is seeing a decline in juvenile detention from Emporia, Prince George, Sussex and Surry (the lowest it has been in 20+ years) – due to the decrease, per diems will rise for Dinwiddie; McKenney Town Council would like a joint meeting regarding departmental issues; forms, policies and procedures are being updated by Ms. Vance as they relate to human resources; manned sites will hopefully open August 10th; the underground utilities bid is out now for the Sports Complex; 3rd Annual Fall Festival and Aviation Expo scheduled for October 14-17; Ford Volunteer Fire Department bids are in and a recommendation should come before the Board at the August workshop; Denise Marrs is the new Communications Director for E-911 Dispatch Center; and the County Attorney is in the process of preparing the General Reassessment RFP.

10. BOARD MEMBER COMMENTS

Mr. Talmage stated that this past year has been a difficult one for him. He is planning to begin having town hall meetings again. He plans one for late August (date to be decided) at Oak Grove; and another one at Eastside Enhancement Center in September or October. He will place an ad in *The Monitor* and stated that all are welcome. The meetings will be open forum and he is asking for input from citizens.

Mr. Stone stated that the County is conducting a blood drive on July 23rd in the multi-purpose Room. He encouraged participation.

Mr. Haraway asked if there were any plans to clean up the areas where current dump sites are located when those sites are closed for the opening of the manned sites.

Ms. Howerton, Division Chief of Finance and General Services, stated that is the usual practice. The area is cleaned up and no trash is left.

Mr. Stone stated that at the McKenney dump site that was closed when the manned site opened, the area was cleaned up very nicely and that Mr. Jones went back and monitored it again later.

11. CLOSED SESSION:

At 4:10 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
 - Social Services Board
 - Dinwiddie County Industrial Development Authority
- 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
- d. §2.2-3711 (A) (7) Legal Consultation
 - Possible or Probable Litigation
 - Transportation

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

Nays: None

Absent: Ms. Moody

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

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

Nays: None

Absent: Ms. Moody

CERTIFICATION

WHEREAS, this Board convened in a closed meeting under:

- a. §2.2-3711 (A) (1) Personnel Matters
 - Appointments
 - Social Services Board
 - Dinwiddie County Industrial Development Authority
- 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
- d. §2.2-3711 (A) (7) Legal Consultation
 - Possible or Probable Litigation
 - Transportation

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. Stone, this Certification Resolution was adopted.

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

Nays: None

Absent: Ms. Moody

12.A. PUBLIC HEARING: P-09-2, SOUTHSIDE ELECTRIC COOPERATIVE REZONING REQUEST

Morgan Allen, Environmental Inspector, presented the information below in the absence of Mark Bassett, Director of Planning.

Michael Bender, applicant for Southside Electric Cooperative, spoke to the Board. He presented aerial photographs and substation locations. He discussed the areas that would be served by the proposed substation. He discussed that the adjoining landowner had requested an increase of the vegetative screening on the southeast side of the substation.

The Chair opened the public hearing in this matter.

1. John Wamsley – 2619 Oxford Drive – Sutherland – As Mr. Wamsley is a former Virginia Power employee, he asked several questions of Mr. Bender regarding the substation.

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

Mr. Moody asked if the applicant would be willing to amend the proffers to include the vegetation requested by the adjoining landowner.

The Chairman called a five-minute recess in order for the County Attorney to meet with the applicant regarding amending the proffers.

Memo from Mark Bassett, Director of Planning:

Please find the attached Planning Commission materials for rezoning request, P-09-2, (applicant, Southside Electric Cooperative (SEC)) that has been advertised for Public Hearing at the, July 21, 2009 meeting of the Board of Supervisors. SEC is requesting to rezone 5.031 acres of property located off of Lakeland Road from Residential, Rural, RR-1, and Residential, Conservative, R-R, to Industrial, Limited, M-1 for a proposed transformer substation. After the Planning Commission heard the request and held the Public Hearing at their July 8, 2009 meeting, the Planning Commission recommended approval of the rezoning, P-09-2, to the Board of Supervisors by a vote of 7-0.

Planning Commission Report

File #: P-09-2
Property Owner & Applicant: Southside Electric Cooperative
Rezoning Request: Residential, Rural, RR-1 & Residential, Conservative, R-R to Industrial, Limited, M-1
Property Address: South side of Lakeland Road which is northeast of Sutherland Road, Church Road, Virginia
Tax Map & Parcel #'s: Portion of 2-4A, 2-4B, and 2-5
Property Size: 5.031 acres
Magisterial District: Namozine District
Planning Commission Mtg.: July 8, 2009

CASE OVERVIEW

The applicant, Southside Electric Cooperative (SEC), is requesting to rezone with proffers property containing approximately 5.0 acres from Residential, Rural, RR-1 and Residential, Conservative, RR to Industrial, Limited, M-1 in order to construct and operate a transformer substation. The Industrial, Limited, M-1 zoning classification allows for utility transformer substations pursuant to the Zoning Ordinance allowed density. The property is located on the south side of Lakeland Road which is northeast of Sutherland Road, Church Road, Virginia 23833, and the property is further defined as a portion of Tax Map Parcels 2-4A, 2-4B, and 2-5. As indicated in the Dinwiddie County Comprehensive Land Use Plan, the subject property is located within the Planned Growth Area, which recommends public service facility development for this general area.

ATTACHMENTS

Attachment A - Rezoning Application
Attachment B - Statement of Proffers

LAND USE/ZONING ANALYSIS

The properties in the immediate area surrounding this land parcel include low density single-family residential land uses, agricultural, and open space land uses. The surrounding

residential property is zoned R-R and RR-1. The RR-1 zoned properties are a part of the Chesdin Point subdivision that is in the recently approved construction design phase.

The Industrial, Limited, M-1, zoning district is for specific industrial related uses to locate in areas adjacent to residentially zoned areas, and the proposed transformer substation is a compatible use for this low density residential area. The transformer substation is needed to provide for new and future electricity demand and load requirements within this portion of the County that include new residential development and the new Dinwiddie High School.

The subject property is located within the Planned Growth Area as defined by the Comprehensive Land Use Plan. This portion of the Planned Growth Area is expected to accommodate public service facilities needed to provide the necessary infrastructure to support limited development within this general area of the County.

OVERVIEW OF IMPACTS

Public Utilities, School System, Public Safety, & Land Use Impacts

The impacts on the subject property are minimal. The proposed rezoning to M-1, Industrial, Limited with proffers limits the permitted use of the subject property to the transfer substation only. There is no impact to the public utility system and the new substation will enhance the County's power grid. There is no impact on the public school system with the addition of the substation providing needed power to serve the schools. The potential impact on public safety will not be further impacted with the rezoning of the property and addition of the substation.

Transportation Impacts

The impacts on the existing transportation network are negligible with the only trips generated by the proposed substation coming from the facility maintenance visits. The subject property has adequate access to Sutherland Road via Lakeland Road. The road system in this particular area is adequate to handle the limited traffic generated by the proposed use and when the Chesdin Pointe subdivision road network is constructed access to Lakeland Road will be improved.

PROFFER STATEMENT

1. The applicant, Southside Electric Cooperative, will limit the use of the subject property to construct, operate, and maintain the electrical utility system comprised of transmission lines, distribution lines, and substations including attendant poles, guy wires, transformers, and other related structures, equipment, and appurtenances.
2. The applicant, Southside Electric Cooperative, will provide vegetative screen that surrounds the perimeter of the substation. Said vegetation will not interfere with the safe operation and maintenance of the substation and transmission.

Staff Recommendation:

The planning staff has reviewed the rezoning request and is satisfied that the applicant has addressed the impacts of rezoning the subject property.

Staff recommends APPROVAL WITH PROFFERS of the request to rezone the subject property based on:

1. The zoning classification requested, M-1, Industrial, Limited, with the proffer limiting the use of the property to the proposed substation is compatible with the surrounding zoning pattern. In addition, the subject property is separated from the planned subdivision, Chesdin Pointe, by Lakeland Road and the configuration of the subject property allows for the Ordinance required fifty (50) foot buffer around the perimeter of the facility utilizing a portion of the existing vegetation thereby screening it from the surrounding properties.
2. The requested zoning classification with the proffered use limitation conforms to the underlying uses outlined in the Planned Growth Area in the Comprehensive Land Use Plan for this general area.

PLANNING COMMISSION RECOMMENDATION

At the Planning Commission Public Hearing, Mr. George Phelps, the manager of engineering and operations for SEC, spoke in favor of the application informing the Planning Commission that the proposed substation will offer new opportunities for supplying power to the grid during peak periods in Dinwiddie County as well as Amelia, Chesterfield, and Nottoway Counties.

Planning Commissioner Cunningham asked Mr. Phelps about the presence of oil in the components of the equipment at the substation, and Mr. Phelps indicated that there would be containment around any equipment containing oil and added that the substation is required to have an oil spill containment plan. During the Public Comment period there was no one who signed up to speak, and no one was present to speak. The Planning Commission unanimously recommended approval with proffers of the rezoning to the Board of Supervisors by a vote of 7-0.

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

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, that rezoning P-09-2 is approved, with proffers as amended, by the Board of Supervisors.

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

Nays: None

Absent: Ms. Moody

12.B. PUBLIC HEARING: VIRGINIA DEPARTMENT OF TRANSPORTATION SECONDARY SIX-YEAR PLAN FOR DINWIDDIE COUNTY

Ray Varney, Resident Engineer of VDOT, spoke to the Board regarding the Budget and Secondary Six-Year Plan for Dinwiddie County. Mr. Varney stated that since the Dinwiddie County Secondary Six-Year Plan had been prepared, any funding in the Plan beyond this current year (FY 09/10) is affected by the fact that all state funding will become discretionary of the Commonwealth Transportation Board (with the small exception of some telecommunication fees that the County received). The funding will be distributed by the Commonwealth Transportation Board on the secondary system as it is with the primary interstate system. He stated that the Code requires that a Secondary Six-Year Plan is approved every two years. Mr. Varney stated that without knowing more than is known right now about the future years in the Secondary Six-Year he did not think it was fair to ask Mr. Massengill or him to sign the Plan when it probably won't happen as it is shown. He said, however, that could change and everything could turn around. He said by next year he felt everyone would have a better understanding of the funding. His recommendation was that the Board not approve the Secondary Six-Year Plan; the Budget must be approved in order to keep the projects moving that are going on now.

There was much discussion regarding this issue. The Board questioned why they or staff did not receive a heads up about this situation and the fact that the same thing was said to Prince George County.

Mr. Haraway asked if there was anything the County would lose by approving the Plan at this meeting.

Mr. Varney answered no. He said the problem was that the funding in the Plan was, at best, tentative.

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

Dinwiddie County Secondary Six-Year Plan and Construction Budget

WHEREAS, Sections 3.1-70.01 of the 1950 Code of Virginia, as amended, provides the opportunity for each county to work with the Virginia Department of Transportation in developing a Secondary Six-Year Road Plan,

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2009/10 through 2014/2015) as well as the Construction Priority List (2010/11) on July 21, 2009 after duly advertised so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List,

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interests of the Secondary Road System in Dinwiddie County and of the citizens residing on the Secondary System, said Secondary Six-Year Plan (2009/10 through 2013/15) and Construction

Priority List (2010/11) are hereby approved with amendments as presented at the public hearing.

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

Secondary System
 Dinwiddie County of Dinwiddie
 Construction Program
 Estimated Allocations
 & 2010 Budget

Fund	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	Total
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$90,589	\$90,589	\$90,589	\$90,589	\$90,589	\$90,589	\$543,534
STP Converted from IM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP – Bond Match	\$60,136	\$0	\$0	\$0	\$0	\$0	\$60,136
Formula STP	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MG Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BR Formula	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Formula STP - Match	\$0	\$0	\$0	\$0	\$0	\$0	\$0
State Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Federal STP	<u>\$240,543</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$240,543</u>
Total	,\$391,268	\$90,589	\$90,589	\$90,589	\$90,589	\$90,589	\$844,213

13. OLD / NEW BUSINESS: APPOINTMENTS

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that Victoria V. Heller is reappointed to the Industrial Development Authority for a term expiring on July 31, 2013.

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

14. CITIZEN COMMENTS

The Chair opened the citizen comments period.

1. John Wamsley – 2619 Oxford Drive – Sutherland – presented several concerns including: questions regarding replacement of police vehicles; salaries; re-assessment process; and town hall meetings.

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

15. ADJOURNMENT

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

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

The meeting was adjourned at 8:05 p.m.

Donald L. Haraway
Chairman

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

/wjn