

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 15TH DAY OF MARCH AT 3:00 P.M.

BOARD OF SUPERVISORS

PRESENT: MICHAEL W. STONE – CHAIR	ELECTION DISTRICT #5
DORETHA E. MOODY- VICE CHAIR	ELECTION DISTRICT #4
HARRISON A. MOODY	ELECTION DISTRICT #1
JOHN V. TALMAGE	ELECTION DISTRICT #3
DONALD L. HARAWAY	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: Mr. Haraway
Mr. Talmage
Mr. Moody
Ms. Moody
Mr. Stone

4. AMENDMENTS TO AGENDA

There were no amendments to the agenda.

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 adopted as presented.

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

5.A. CONSENT AGENDA: APPROVAL OF MINUTES FOR JANUARY 4, 2011 SPECIAL MEETING

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the January 4, 2011 Special Meeting Minutes are approved.

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

CONSENT AGENDA: APPROVAL OF MINUTES FOR JANUARY 18, 2011 REGULAR MEETING

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the January 19, 2011 Regular Meeting Minutes are approved.

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

5. B. CONSENT AGENDA: CLAIMS

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

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

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

CLAIMS	2/11/11	2/18/11	3/4/11	PAYROLL 2/28/2011	
	Void 1076755	Void 1076848	Void 1076972	Void 1076947	
	1076756- 1076847	1076849- 1076946	1076973- 1077093	1076948- 1076970	TOTALS
101 - General Fund	\$106,533.80	\$219,550.91	\$358,466.07	\$901,259.78	\$1,479,276.76
103 - Jail Commission	\$43.83	\$16.50	\$3,387.00		\$3,403.50
105 - Playground Equipment					\$0.00
170 - Treasurer Overpayment					\$0.00
202 - Medical Center					\$0.00
209 - Litter Grant Fund					\$0.00
210 - Community Development					\$0.00
226 - Law Library					\$0.00
228 - Fire Programs & EMS		\$2,612.34			\$2,612.34
229 - Forfeited Asset Sharing Program		\$138.05	\$9,040.85	\$100.02	\$9,278.92
301 - School Construction		\$42,034.94			\$42,034.94
304 - CDBG Grant Fund					\$0.00
305 - Capital Projects Fund	\$40,891.15	\$24,244.82	\$53,064.37		\$77,309.19
401 - County Debt Service	\$27,270.23		\$71,251.14		\$71,251.14
3-101 - Revenue	\$200.00				\$0.00
3-202 - Medical Center					\$0.00
3-210	\$184,362.55				
3-305					\$0.00
TOTALS	\$359,301.56	\$288,597.56	\$495,209.43	\$901,359.80	\$1,685,166.79

5. C. CONSENT AGENDA: SCHOOL BOND REQUISITION FROM PROJECT FUND FH-23

The Board received the following requisition from William David Clark, Superintendent of Schools. This requisition was approved by the School Board at their meeting on Tuesday, March 8, 2011.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a total disbursement of \$2,576.00 from the VPSA 2007 Bonds, is approved.

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

REQUISITION FROM THE PROJECT FUND

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: March 8, 2011

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>
\$ 2,576.00	Moseley Architects	Architectural Services - Construction Administration
\$ 2,576.00	TOTAL OF THIS REQUISITION	

5.D. CONSENT AGENDA: AMBULANCE BILLING UNCOLLECTIBLE ACCOUNTS – JANUARY 2011

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

The ambulance billing company, Fidelis, has 183 patient accounts totaling \$79,972.08 which they have deemed to be uncollectible. They would like approval from the Board to write these accounts off as bad debt. Fidelis has followed their protocol of sending four bills to the patients, and they will turn these accounts over to the County if they aren't approved for write off. Most of these patients have been determined to be self pay or are deceased. Our recommendation is to write off the \$79,942.08 as bad debt in keeping with the Board's previous policy of writing off self-pay ambulance accounts.

	Jan-11
Accounts Receivable Beg Balance	493,919.84
Monthly Billings	70,265.34
Cash Collections	-19,097.09
Contractual Adjustments	-11,405.63
Bad Debt Write Off	-79,942.08
Other Adjustments	-7,066.54
Refunds	0.00
Accounts Receivable End Balance	446,673.84
2/1/03 to 12/31/10 Ratios	
Collections / Total Billing	48.85%
Bad Debt Write Off / Total Billing	21.12%

We are asking for approval of the following resolution:

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

BE IT RESOLVED, that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize Fidelis to write off the 183 accounts totaling \$79,942.08 in uncollectible ambulance charges.

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

Nays: None

6.A. REPORT: VIRGINIA DEPARTMENT OF TRANSPORTATION

The Board received the information below from VDOT. Mr. Robert Crandol, P.E., District Programming Director, was present at the meeting. He presented the report below. He said mowing will start around May 1, 2011.

Mr. Talmage asked how far VDOT extends maintenance down I-85 for this area.

Mr. Crandol responded that the district extends all the way to the North Carolina line.

Mr. Talmage said that Dinwiddie is bad, but south from Dinwiddie is even worse. He said it was getting to be a disgrace to the State of Virginia for the roads to be as rough as those are. He stated that some are actually getting to be dangerous; that he would hate to be on a motorcycle and hit one of the potholes.

Mr. Crandol stated that Mr. Talmage was correct that I-85 is not what VDOT would like it to be. He said they have a contract for over \$8 million of patching along I-85 in Dinwiddie County (70,000 square yards of patching). He said it is an investment toward the right goal that Mr. Talmage had spoken to. That contract will be executed in early April.

Mr. Moody stated that he had a drainage issue on Pine Grove Road but he would have to get back with Mr. Crandol with all of the details.

Mr. Haraway thanked Mr. Crandol for the Oak Knoll Subdivision punchlist items being completed (after about 10 years).

Mr. Stone stated that he had received a call from a citizen who had cleared some of his farm property and would like to put in a new entrance. Mr. Stone said he had told the citizen that he would have to get someone to do it to VDOT's standards, or contact VDOT about doing it for reimbursement from the gentleman.

Mr. Crandol stated that the gentleman could call the land use engineer, Brian Lokker. He said the gentleman could contact him and he would forward the request to Mr. Lokker.

Mr. Stone indicated that he would send Mr. Crandol an email.

MAINTENANCE	Ray Varney, P.E.
Work accomplishments Shearing limbs on gravel roads, <ul style="list-style-type: none"> • Patching pot holes and alligator cracks, • Ditch clearing of leaves and debris. • Sign replacements in P.G.-Nottoway- & Din. Counties. • Pipe replacement on Rt. 660- • Machined dirt roads (spots) • Cut dead trees area wide. • Machine shoulders on 460 and 1. • Responded to Citizen Requests. 	
LAND DEVELOPMENT & PERMITS	Brian Lokker, P.E.
<ul style="list-style-type: none"> • Oak Knoll Subdivision – punchlist items are complete; street acceptance process has started. 	
CONSTRUCTION	Mike Saunders
9999-964-729,N501 (Pipe Replacement Petersburg Residency), various routes <ul style="list-style-type: none"> • The preconstruction conference has been held. Contractor has given a tentative start date of mid-March. • Fixed Completion Date: 4/22/2011 	
TRAFFIC STUDIES/SPECIAL REQUESTS	Robert Vilak
<ul style="list-style-type: none"> • No significant updates at this time. 	
PROJECT STATUS	Kerry Batten
<ul style="list-style-type: none"> • Joint Dinwiddie/VDOT public hearing for the county's secondary six-year plan to be held on Tuesday, March 15th. 	

7.A. ACTION ITEM: CALENDAR YEAR 2011 AND FISCAL YEAR 2012 ADVERTISED TAX RATE

The Board received the information below from W. Kevin Massengill, County Administrator.

As was discussed at the budget workshops on March 1st and 2nd, staff is not recommending an increase over the current tax rates for calendar year 2011. Attached is a copy of the ad that would run for advertisement of the public hearing scheduled for April 5, 2011 at 7:00 p.m.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia to advertise the Calendar Year 2011 tax rates as presented by staff.

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

Proposed Ad:

NOTICE OF PUBLIC HEARING – TAX RATES FOR 2011/2012

A public hearing will be held by the Board of Supervisors of Dinwiddie County, Virginia on the following proposed tax levies for the tax year 2011 in the Board room of the Pamplin Administration Building, 14016 Boydton Plank Road, Dinwiddie County, Virginia on the 5th day of April, 2011 at 7:00 P.M. at which time citizens of the County shall have the right to attend and state their views. Persons needing accommodations or auxiliary aids should make their requests known to the County Administrator at least two (2) working days prior to the public hearing.

Unit Levy – All Districts --\$100 Assessed Valuations

	<u>Current</u>	<u>Proposed</u>
Real Estate	.72	.72
Mobile Homes	.72	.72
Mineral Lands	.72	.72
Public Services	.72	.72
Personal Property	4.90	4.90
Personal Property – Volunteer Vehicles	.25	.25
Machinery & Tools	3.30	3.30
Certified Pollution Control Equipment	.03	.03
Certified Recycling Equipment	3.30	3.30
Heavy Construction Machinery	3.30	3.30
Airplanes	.50	.50

TAX RELIEF FOR QUALIFYING MOTOR VEHICLES In accordance with Dinwiddie Code Section 19-10(c), calendar year 2010 Tax Relief Rate is currently set at 48%. The proposed calendar year 2011 Tax Relief Rate is proposed for 48%.

7.B. ACTION ITEM: GENERAL GROUNDS MAINTENANCE & ATHLETIC FIELDS MAINTENANCE CONTRACTS AWARDS

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

BACKGROUND

The County has been under contract with Old Dominion Landscapes, LLC since they were awarded the general grounds maintenance contract in March 2008 as the lowest responsive, responsible bidder under IFB 12-08. This current contract expires on March 24, 2011.

In addition to general grounds maintenance, the County also needs to procure athletic fields maintenance since the current contract with Messer Contracting expires on July 31, 2011. Messer Contracting was awarded the contract in March 2010 to build the ballfields at the Sports Complex, install the irrigation systems and sprigging, and then maintain those fields for one year. Since maintenance of the ballfields requires specialized equipment, the IFB for grounds maintenance was released with provisions for separate contracts – one for general grounds maintenance and then one specifically for the ballfields.

CONTRACT NEGOTIATIONS

We released an IFB for both general grounds maintenance and the athletic fields maintenance on February 6, 2011, and nine vendors responded to the IFB on February 28, 2011 after attending a mandatory pre-bid tour of all the facilities on February 17, 2011. The general grounds maintenance bid prices ranged from \$72,879 to \$138,805, with the lowest responsive and responsible bidder being Old Dominion Landscapes, LLC of Dinwiddie, VA.

The athletics fields maintenance bid prices ranged from \$21,770 to \$24,875, with Specialty Turf Services of Chester, VA being the lowest responsive, responsible bidder. The two contracts and pricing schedules are attached. Further details on this procurement can be found on the County website at www.dinwiddieva.us, under the Purchasing tab.

REQUESTED ACTION

We are asking for approval of the following resolution.

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

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached contract for general grounds maintenance with Old Dominion Landscapes LLC.

BE IT FURTHER RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached contract for maintenance of the four baseball/softball fields and the football field at the County recreation park with Specialty Turf Services Inc.

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

Nays: None

CONTRACT

The Agreement is made this 1st day of April, 2011, by and between **Old Dominion Landscapes, LLC**, of 17019 Wilkinson Road, Dinwiddie, Virginia 23841 (party of the first part, and hereinafter known as "Contractor"), and the County of Dinwiddie, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited bids for General Grounds Maintenance Services; and

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

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

WHEREAS, County has selected Contractor to provide General Grounds Maintenance Services, according to the specifications in the Invitation to Bid;

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

1. **Incorporation by Reference.** County's Invitation For Bids (IFB #11-020611, release date February 6, 2011), including all related appendices and addenda; and Contractor's bid response in its entirety dated February 28, 2011 are made a part hereof as if the same were fully set forth. If any discrepancies arise between County's Invitation For Bids and Contractor's bid response, Contractor agrees to abide by County's Invitation For Bids.
2. **Time of Performance.** The term of contract shall be for an initial period of one year and shall run from April 1, 2011 through March 31, 2012 with the option of automatic renewals for up to four (4) additional one-year periods, at the County's sole discretion and subject to appropriation of funds. Pricing for subsequent terms, if any, shall be based on the attached Pricing Schedule.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract according to the Pricing Schedule hereto attached as **Schedule A**. Payment(s) shall be made to Contractor thirty (30) days after receipt of complete and accurate invoice(s).
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:
W. Kevin Massengill
County Administrator
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500

Notice to Contractor shall be made to:
Old Dominion Landscapes, LLC
Attn: Mary E. Tucker, Vice President
17019 Wilkinson Road
Dinwiddie, Virginia 23841
(804) 469-4238

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

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

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

Dinwiddie County, Virginia

Old Dominion Landscapes, LLC

By: _____
W. Kevin Massengill
County Administrator

By: _____
Mary E. Tucker
Vice-President

Attest: _____

Attest: _____

Approved as to form:

John C. Blair II
County Attorney

CONTRACT

The Agreement is made this 1st day of August, 2011, by and between **Specialty Turf Services, Inc.**, of Post Office Box 3201, Chester, Virginia 23831 (party of the first part, and hereinafter known as "Contractor"), and the County of Dinwiddie, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited bids for Grounds Maintenance Services of Athletic Fields; and

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

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

WHEREAS, County has selected Contractor to provide Grounds Maintenance Services of Athletic Fields, according to the specifications in the Invitation to Bid;

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

1. **Incorporation by Reference.** County's Invitation For Bids (IFB #11-020611, release date February 6, 2011), including all related appendices and

addenda; and Contractor's bid response in its entirety dated February 28, 2011 are made a part hereof as if the same were fully set forth. If any discrepancies arise between County's Invitation For Bids and Contractor's bid response, Contractor agrees to abide by County's Invitation For Bids.

2. **Time of Performance.** The term of contract shall be for an initial period of eight months and shall run from August 1, 2011 through March 31, 2012 with the option of automatic renewals for up to four (4) additional one-year periods, at the County's sole discretion and subject to appropriation of funds. Pricing for subsequent terms, if any, shall be based on the attached Pricing Schedule.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract according to the Pricing Schedule hereto attached as **Schedule A**. Payment(s) shall be made to Contractor thirty (30) days after receipt of complete and accurate invoice(s).
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:

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

Notice to Contractor shall be made to:

Specialty Turf Services, Inc.
Attn: Steven Smith, President
Post Office Box 3201
Chester, Virginia 23831
(804) 347-7272

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

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

Dinwiddie County, Virginia

Specialty Turf Services, Inc.

By: _____
W. Kevin Massengill
County Administrator

By: _____
Steven C. Smith
President

Attest: _____

Attest: _____

Approved as to form:

John C. Blair II
County Attorney

7.C. ACTION ITEM: INTERMODAL SITE AND MARKET DEMAND STUDY – GRANT FUNDED BY THE TOBACCO INDEMNIFICATION AND REVITALIZATION COMMISSION

Mr. Greg Reid, Director of Economic Development, presented the information below to the Board.

BACKGROUND

On April 23, 2009, Dinwiddie County was awarded a grant in the amount of \$800,000 from the Tobacco Commission to comprehensively evaluate and engineer a planned warehouse and logistics park with intermodal facility in the vicinity of Squirrel Level Road in the county and including some land area in the City of Petersburg. Preliminary engineering work, including a Phase I environmental audit, was completed by VHB. The current balance for this Tobacco Commission grant is \$713,960. A RFP was issued last October that encompassed the remaining comprehensive tasks involved in this analysis, including a market demand study, an alternate site analysis and a complete master plan with costs for the chosen option. The deadline for proposals was November 19, 2010. A team consisting of county staff, the IDA Chairman and two representatives from Virginia Economic Development Partnership evaluated the proposals and interviewed the 3 finalists. The team unanimously selected Moffat & Nichol. Moffat & Nichol is teaming with Timmons and Divaris Real Estate on this project.

ESTIMATED BUDGET TO COMPLETE PROJECT

1. Market Demand Study	Not to exceed \$200,000
2. Alternate Site Analysis, ranking, review & selection	Not to exceed \$ 50,000
3. Complete Master Plan with costs for chosen option	Not to exceed \$400,000
 Total Project Cost	 Not to exceed \$650,000

REQUESTED ACTION

Staff is asking for the Board to approve awarding of the contract to Moffat & Nichol.

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

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize and direct the County Administrator, W. Kevin Massengill to execute the attached contract for actions 1, 2 & 3 under **Estimated Budget To Complete Project** by the firm of Moffat & Nichol.

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

CONTRACT
*PROFESSIONAL ENGINEERING SERVICES –
SITE DEVELOPMENT SERVICES*

The Agreement is made this 15th day of March, 2011, by and between **Moffatt & Nichol**, of 1100 Boulders Parkway, Suite 350, Richmond, Virginia 23225 (party of the first part, and hereinafter known as "Contractor"), and the County of Dinwiddie, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals for the provision of site development study services, consisting of the following: 1) conceptual plans and market demand studies for four different site development options; 2) ranking, review and discussion of the four site development options with County staff to determine the best option for site development; and 3) a Comprehensive Master Plan for the selected best option; and

WHEREAS, Contractor submitted a proposal to provide such site development study services, consistent with the specifications in the Request for Proposals; and

WHEREAS, Contractor was selected as having made the best proposal; and

WHEREAS, County has selected Contractor to provide such site development study services, according to the specifications in the Request for Proposals;

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

1. **Incorporation by Reference.** County's Request For Proposals (RFP-10-100310, with release date of October 3, 2010), including all related appendices and addenda; and Contractor's bid proposal in its entirety dated

November 19, 2010 are made a part hereof as if the same were fully set forth. If any discrepancies arise between County's Request for Proposals and Contractor's proposal, Contractor agrees to abide by County's Request for Proposals.

- 2. **Time of Performance.** The term of this contract shall be for a period of eighteen (18) months, beginning March 15, 2011, with preliminary studies/plans/conceptuals and consideration/presentation/ranking of the four options to be completed by February 15, 2012 and the Comprehensive Master Plan to be completed by August 14, 2012.
- 3. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a sum not to exceed SIX HUNDRED FIFTY THOUSAND AND NO/100 (\$650,000.00) DOLLARS total (the "Contract Price"). The Contract Price shall be apportioned as follows: 1) Not to exceed \$200,000.00 for provision of services for conceptual plans and market demand studies for four different site development options, 2) Not to exceed \$50,000.00 for provision of services for ranking, review and discussion of the four site development options with County staff to determine the best option for site development; and 3) Not to exceed \$400,000.00 for provision of Comprehensive Master Plan for the selected best option. Invoices shall be submitted on a monthly basis and payment shall be made accordingly to Contractor at its Richmond, Virginia office within thirty (30) days of receipt and approval of invoice.
- 4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:
 W. Kevin Massengill
 County Administrator
 P. O. Drawer 70
 Dinwiddie, Virginia 23841
 (804) 469-4500

Notice to Contractor shall be made to:
 Moffatt & Nichol
 1100 Boulders Parkway, Suite 350
 Richmond, Virginia 23225
 (804) 320-1996

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

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

Dinwiddie County, Virginia

Moffatt & Nichol

By: _____
 W. Kevin Massengill
 County Administrator

By: _____
 Title: _____

Attest: _____

Attest: _____

Approved as to form:

 John C. Blair II
 County Attorney

8. CITIZEN COMMENTS

The Chair opened the citizen comments period and read the following statement.

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

1. Robert C. O'Day – 9202 Gibson Drive – distributed written information to the Board for their consideration before the Town Hall Meeting scheduled for March 24th.
2. Ramsey Carr – 22750 Old Vaughan Road – expressed dissatisfaction with the manned sites. He said he didn't know if he wanted to build a house in Dinwiddie County because he felt things were going downhill.
3. Anne Scarborough – Dinwiddie – said that the manned sites were not equal. She said that big roll-offs that take brush are at a couple of the sites, but not at the Dinwiddie site. She said it was unfair.
4. Robert Hoyle – 22717 Old Vaughan Road – expressed concerns about costs that are taken on by the County. He said he hoped the County was going to get over the idea of a shell building.
5. June W. Crumpler – 15320 Boydton Plank Road – discussed the fewer number of school students. He said that should mean that the School Board budget should come down. He discussed manned sites and questioned biohazard concerns.
6. John Wamsley – 2619 Oxford Drive – questioned the tax rate schedule. He had a question regarding biosolids and asked what the Board was doing to protect properties.

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

9. COUNTY ADMINISTRATOR COMMENTS

W. Kevin Massengill, County Administrator, discussed the following regarding the comments that had been made: Regarding the manned site at Dinwiddie he said if you have leaves or limbs and you bring them to the Courthouse area manned site, they can be put into the compactor. He said the County is trying to determine how many people coming to that particular site are indeed in need of that type of service (discarding leaves, brush and limbs). At the other end of the county there is a significant amount of half acre lots. The need is greater as those residents are not able to push the leaves off into the woods; therefore, the volume is greater in that area. In the instance that the residents around the Dinwiddie area want to bring leaves or brush, they can put that type of material into the compactors.

Mr. Massengill said that Mr. Hoyle made a good comment relative to the County shell building. He said that it was reported in the budget workshop during the Advance (which was a think-tank environment putting forth some ideas and recommendations) that it was concluded that there was still a lot of information to be reviewed before putting forth a recommendation. At the last budget meeting staff reported to the Board that the shell building concept was no longer under review.

In response to Mr. Wamsley's comments, Mr. Massengill stated that the tax rate is set on a calendar basis. The tax for the upcoming June payment would be based on the tax rate established for calendar year 2011. He stated that if in the event that the Board of Supervisors was to lower the tax rate after the public hearing, it would be for the effective June payment and affect the FY 2011 budgeted revenue.

He responded to the comment regarding biosolids. Mr. Massengill stated that the biosolids applications are kept in the County Planning Department and are available for public review.

Mr. Massengill encouraged any Board members who had not signed up for a subcommittee of the Comprehensive Land Use Plan to please do so. He said the first kick-off event of the Sesquicentennial Committee will be a dramatization of the Secession and will be held at the Old Courthouse in late April.

10. BOARD MEMBER COMMENTS

Mr. Talmage said he had been receiving a lot of complaints from the Old Stage Road area. He said that he wished that anyone who is against the manned sites would step up and volunteer to put one of the dumpsters on their property and then be responsible for cleaning up what people dump that is not supposed to be dumped. He said the County is looking for a piece of property in the Halifax Road area that would be suitable for a manned site.

Mr. Stone reminded everyone of the Town Hall Meeting scheduled for March 24th from 7:00 p.m. to 8:30 p.m. at Eastside Enhancement Center.

11. CLOSED SESSION:

At 3:43 p.m. upon motion of Mr. Moody, seconded by Mr. Haraway,

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

- a. §2.2-3711 (A) (5) Business and Industry Development:
 - Prospective Business & Industry
- b. §2.2-3711 (A) (1) Personnel Matters:
 - Appointments
 - Social Services
- c. §2.2-3711 (A) (19) Security of Government Facilities:
 - Building and Public Safety

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

None: None

At 6:30 upon motion of Mr. Haraway, seconded by Mr. Moody, the Board reconvened into open session.

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

Nays: None

CERTIFICATION

WHEREAS, this Board convened in a closed meeting under:

- a. §2.2-3711 (A) (5) Business and Industry Development:
 - Prospective Business & Industry
- b. §2.2-3711 (A) (1) Personnel Matters:
 - Appointments
 - Social Services
- c. §2.2-3711 (A) (19) Security of Government Facilities:
 - Building and Public Safety

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, Mr. Haraway, Mr. Moody, Ms. Moody, Mr. Stone

Nays: None

At 6:32 the Chair stated that the Board would adjourn and reconvene at 7:00 p.m.

7:00 p.m.

The Chair called the 7:00 p.m. meeting to order.

Roll Call:

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

Mr. Stone stated that John C. Blair II, County Attorney, would speak.

Mr. Blair stated to the Board and to the attendees of the meeting that the ordinance that was on the agenda for public hearing (a change in the animal confinement area) would not be heard at this meeting. He stated that the description that was listed in the paper as a body of water listed as Rowanty Creek was not correct. It should have been listed as Hatcher's Run Creek. Therefore, in fairness and caution for the citizenry, that hearing will be the next month in case anyone read that description in the paper and did not get an accurate portrayal of where the confinement areas will be.

Item 13.B was removed from the agenda.

12. PRESENTATION: DINWIDDIE COUNTY CHRISTMAS SHARING FOUNDATION

A plaque was presented to Ms. Diane Galbreath, the 2010 Christmas Mother, representing the Dinwiddie County Christmas Sharing Foundation. Mr. Stone stated that the Board would like to recognize Ms. Galbreath and the Dinwiddie County Christmas Sharing Foundation for the work performed in previous years, but especially in 2010. In 2010 the Foundation provided assistance for children up to twelve years of age whose families met eligibility requirements set forth by the Foundation. The number of children served in 2010 was 276. 139 agencies, companies and individuals supported the 2010 campaign. This has increased steadily since 2008. Each child who received toys and/or a gift card from the Christmas Sharing Foundation also received a stocking filled with fruit and snacks that were donated by local businesses and a Christmas Sharing Foundation member. Over 30 volunteers were active in the 2010 program. Ms. Galbreath was the leader for 2010. Their goal for 2011 is to increase their participation to support over 300 children for 2011. Mr. Stone asked the members of the Foundation to stand.

The plaque read as follows: "*With gratitude and appreciation for your dedication, volunteerism and compassion demonstrated to the Dinwiddie community.*"

Ms. Galbreath stated that she was very grateful and very honored to have worked with these people, and with the true leader, Ms. Kathy Young. She thanked the Board of Supervisors.

13. A. PUBLIC HEARING: PROPOSED SECONDARY SIX-YEAR PLAN FOR FISCAL YEARS 2011/12 THROUGH 2016/17

The Chair opened the public hearing in this matter.

1. Burton T. Davis – 1924 Sutherland Road – asked that VDOT work on Exeter Mill Road as the road is too narrow. He said it was a dangerous piece of road. He stated that Browns Road up to Trinity Church Road is breaking up because large trucks are traveling it; and it is in terrible state. He stated that Baltimore Corner Road is a terrible road and over the years nothing has been done. He said everything had been done on the east side of the county, and it was about time to start looking at the secondary roads in the west part of the county.

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

Robert W. Crandol, P.E., District Programming Director, and Kerry F. Batten, Program Manager, VDOT, were present at the meeting. Mr. Crandol stated that the Secondary Six-Year Plan development is an annual process that is a collaborative effort between VDOT and each local governing body. Typically it has two parts: VDOT and the locality come together to set the priorities of the locality (which was done the previous month); then a public hearing is held for both VDOT and the locality to hear from the citizens; and then make decisions about either adopting the Plan as advertised, or as it will be revised. He stated that as a reminder, these priorities are set by the Board. VDOT, by law, manages the budgets and dollars.

Mr. Crandol stated that for this Plan there were six priorities that were advertised and will be considered: Priority 1 – Ferndale Road; 2 – Guardrail on Halifax Road; 3 – Hard Surfacing of Bobcat Drive; 4 – Mamora Drive; 5 – Baugh Road; and 6 – Duncan Road.

Mr. Talmage stated that when the Board went on the tour with VDOT the previous month, and had looked at the guardrails on Halifax Road Mr. Crandol had said he would come back with some figures on what it would take to do the work there. He asked if Mr. Crandol had been able to do that.

Mr. Crandol responded that he had not received a response back from the project manager on updated estimates.

Mr. Talmage stated that from what was before the Board on the Plan, that project had gone up considerably from the time that it was first being considered. He said he was wondering as to whether the priority should be changed to not do away with it, but to move it down on the list so that some of the other projects that were more important could be moved up on the list.

Mr. Stone asked if that funding stream could be used for rural rustic.

Mr. Crandol responded that when he first came there was an idea that the guardrail project was federally funded. He stated that his research shows that is not the case. Therefore, he said that would mean there are funds there that are eligible to be moved to other places on the Plan. He stated that during and after their meeting the previous month, they did hear some feedback from the Board that Bobcat Road may be the number two priority, but that the Board didn't want to move any previous funds from Halifax until there was a better idea of cost and whether Bobcat could be moved forward or not. He stated that the Plan reflects that. Some money was moved to Bobcat Road to try to get at least a portion of it funded sooner. He said that was reflected in what the Board had given them after the tour.

Mr. Crandol stated that the projected funding for the Plan was \$102,361 and on what was sent for advertising showed that entire amount was being pushed toward Bobcat Road.

Mr. Massengill asked how much of the road could be paved for the amount shown to go toward Bobcat Road.

Mr. Crandol answered that the \$155,000 estimate was for the entire project. He stated that Commonwealth Transportation Board policy requires that VDOT fund a project's construction within the year that it is completed. He said the question becomes, when the job will be advertised. He said they are probably looking at contracting next year which will allow the rest of the funding to show up and contract the entire road.

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

BE IT RESOLVED that the Board of Supervisors does adopt the resolution to adopt the Secondary Six-Year Plan as presented.

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

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

BE IT RESOLVED that the Board of Supervisors does adopt the resolution to adopt the Secondary Six-Year Plan Budget as presented.

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

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 (2011/12 through 2016/2017) as well as the Construction Priority List (2011/12) on March 15, 2011 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,

WHEREAS, Robet W. Crandol, P.E., District Programming Director, Virginia Department of Transportation, appeared before the board and recommended approval of the Six-Year Plan for Secondary Roads (2011/12 through 2016/17) and the Construction Priority List (2011/12) for Dinwiddie County,

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 (2011/12 through 2016/17) and Construction Priority List (2011/12) are hereby approved with amendments as presented at the public hearing.

Secondary System
Dinwiddie County of Dinwiddie
Construction Program
Estimated Allocations
& 2012 Budget

Fund	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	Total
Secondary Unpaved Roads	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TeleFee	\$102,361	\$96,433	\$96,433	\$96,433	\$96,433	\$96,433	\$584,526
Residue Parcel	\$0	\$0	\$0	\$0	\$0	\$0	\$0
STP Converted from IM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total	\$102,361	\$96,433	\$96,433	\$96,488	\$96,433	\$96,433	\$584,526

13.B. PUBLIC HEARING: PROPOSED AMENDMENT OF THE DINWIDDIE COUNTY CODE CONCERNING THE DOG CONFINEMENT AREA

NOTE: This item was pulled from the agenda. However, the Board wanted to give any citizens who had shown up to speak to the matter the opportunity to speak.

The Chair opened the public hearing in this matter.

Mr. Burton T. Davis was signed up to speak, but decided to wait until the item came back to public hearing.

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

14. OLD / NEW BUSINESS: APPOINTMENTS

There were no appointments at this meeting.

15. CITIZEN COMMENTS

1. Burton T. Davis – 19234 Sutherland Road – said that in the past week or so he had looked at the delinquent tax records for Dinwiddie County for 2009. He said there were approximately 144 pages of records, and approximately 9 accounts per page that were delinquent. He said it was not only farms and families, but also businesses. He said it seemed to him that the Board should lower the tax rate and give these people a chance to pay their taxes.
2. John Wamsley – 2619 Oxford Drive – apologized for interrupting at the 3:00 p.m. meeting. He said he thought a point of interest had been brought up and he had an opportunity to speak. He spoke regarding the tax rate and his understanding of how it works.
3. Victor Allen Slade, Sr. – 25416 Grant Avenue – said he has been a citizen of Dinwiddie County since 1973. He discussed the field house at the High School. He

stated that the current field house is insufficient to meet the needs (it is the same field house that was there when he played in 1973). He said the size doesn't meet the needs for our own team, and they can't host a visiting team. He said that Dinwiddie has a nationally ranked football program. He said he has worked with Coach Billy Mills as the Chaplain for about the last six years, and the county averages about 60% of the seniors getting scholarships. He said that two of the students on the football team will be the top two graduates at Dinwiddie High School this year. He asked the Board to support the football program by helping fund the building of this field house.

4. Robert O'Day – 4202 Gibson – said he had signed the wrong sheet because he wanted to say something about the dog confinement ordinance. He said if you're going to pass an ordinance in the county – confining dogs/putting dogs on a leash – do it for the whole county not just for one place. He said there's no way it can be enforced. He asked if the Town Hall Meeting was going to be advertised. He said the only place he had seen it was on the website.

16. ADJOURNMENT

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

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

Nays: None

The meeting was adjourned at 7:30 p.m.

Doretha E. Moody
Chairperson as of March 18, 2011
Date Signed: _____

ATTEST: _____

W. Kevin Massengill
County Administrator
Clerk to the Board

/wjn