

VIRGINIA: AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS HELD IN THE BOARD MEETING ROOM OF THE ADMINISTRATION BUILDING, DINWIDDIE, VIRGINIA ON THE 3RD DAY OF NOVEMBER, 1982 AT 2:00 P.M.

PRESENT:	G.E. ROBERTSON, JR., CHAIRMAN	ELECTION DISTRICT #2
	STEVE WEBER, VICE-CHAIRMAN	ELECTION DISTRICT #2
	G.S. BENNETT, JR.	ELECTION DISTRICT #1
	M.I. HARGRAVE, JR.	ELECTION DISTRICT #3
	A.S. CLAY	ELECTION DISTRICT #4
	L.G. ELDER	COUNTY ATTORNEY
	T.E. GIBBS	DEPUTY SHERIFF
	MITCHELL HARRIS	DEPUTY SHERIFF

IN RE: INVOCATION

The Reverend Joseph Slowik, Pastor, St. John's Church, delivered the Invocation, which was followed by the Pledge of Allegiance.

IN RE: MINUTES

Mr. Hargrave stated that in reference to the October 26, 1982 minutes, there might be a need to review the details with a representative of the well diggers if the Board desired the minutes to be technically correct. If not, he felt they were generally correct in reference to the nature of the business that took place and moved that the October 20, 1982 and October 26, 1982 minutes be approved. Mr. Bennett seconded the motion. Mr. Hargrave, Mr. Bennett, Mr. Clay, Mr. Weber, Mr. Robertson voted "aye".

IN RE: CLAIMS

Upon motion of Mr. Weber, seconded by Mr. Hargrave, Mr. Weber, Mr. Hargrave, Mr. Clay, Mr. Bennett, Mr. Robertson voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following claims be approved:

General Fund checks-numbering 82-2104 through 82-2186 amounting to \$83,215.62.

IN RE: COMMISSIONER OF REVENUE

Mr. W.E. Bolte advised the Board that the last session of the General Assembly made a provision to permit mobile homes to be considered real estate and qualify for exemption under the Tax Relief for the Elderly and Totally and Permanently Dissabled. He felt it would be a big help to these individuals in the County, and asked that the Board consider amending the ordinance to include mobile homes. Mr. Bolte indicated it did have to be the individual's main dwelling to qualify.

Mr. Robertson asked how many were in the County. Mr. Bolte stated there were very few. He added that public hearings would be required and the change should be effective by February 1, 1983. Mr. Bolte suggested that the Board might also consider raising the income limits.

The Chairman instructed the Commissioner of Revenue to consult with the County Attorney and County Administrator and present his recommended changes to the Board at the next meeting to consider for advertisement for a public hearing.

IN RE: TREASURER

Mrs. Margaret W. Lewis presented her report for the month of October, 1982. Mr. Hargrave asked what the cash picture was at

the present time.

Mrs. Lewis felt that the County would not have to borrow at the present time. The tax money was coming in fairly well because the tickets went out early.

Mr. Robertson asked if the cash was being invested closely to earn as much interest as possible. Mrs. Lewis assured him it was, although she usually had to guess at what the expenditures were going to be.

IN RE: BUILDING INSPECTOR

Mr. James L. Blaha presented his report for the month of October, 1982. He indicated that trailers were still outnumbering houses.

IN RE: ANIMAL WARDEN

Mr. L.A. Brooks presented his report for the month of October, 1982.

IN RE: LIVESTOCK CLAIM--L.A. COLEMAN

Upon motion of Mr. Clay, seconded by Mr. Hargrave, Mr. Clay, Mr. Hargrave, Mr. Bennett, Mr. Weber, Mr. Robertson voting "aye", Mr. L.A. Coleman was awarded \$120 for four (4) pigs.

IN RE: REPAIR OF COUNTY VEHICLES--SCHOOL BUS GARAGE

The County Administrator presented the following report on repairing the county vehicles in the school bus garage:

Begin 1/1/83.

Equipment and Tools - This would be a start-up cost. Items needed:

Filter Wrench, Grease Gun, Oil Spout, Various wrenches, pliers and screwdrivers. Approximate Cost - \$2,000.

Parts, Oil and Grease - These are being purchased now when this service is being provided by the private sector. Cost approximately \$1,000.

Things to Be Done:

1. Change engine oil & grease.
2. Check and replace when necessary - battery, windshield wipers, water hoses, head and taillights, power steering fluid, transmission fluid, antifreeze, tires (flats only), fuses, belts, brake fluid, oil filter, air filter.

Things Not to Be Done:

1. Repairs or work on motor, i.e. tuning, water pumps, heater hoses, fuel pumps, transmission, power steering, body, radiator, brakes, radios, tires, (balancing & aligning), alternator, wiring, muffler.

The above list outlines the scope of service to be provided and the service not to be provided. A work sheet will be maintained on each vehicle with the mechanic checking those items completed under the list of things to be done. Under the heading of things not to be done, the mechanic would check those items that need to be repaired at an automobile shop.

This agreement between the Board of Supervisors and the School Board will be for twelve months. At the completion of ten months, the operation will be evaluated to determine one of the following:

1. Continue the agreement.
2. Continue the agreement and broaden the scope of services.
3. Discontinue the agreement.

On January 1, service will begin on the Sheriff's Department vehicles

and the County Administration's vehicles. On February 1, service will begin on the Rescue Squad vehicles. On March 1, service will begin on the social service department vehicles.

Employee - The operation for the first year will require one employee under the direct supervision of the School Board. If he is not involved in working on county vehicles, he may work for the School Board. When this employee is sick or on vacation, the School Board will arrange for a replacement for him.

The present labor cost is virtually impossible to determine. At present, 95% of the service and preventive maintenance are performed when repair work is done. Labor costs for each area is not defined. Anticipated labor costs at school board garage - \$10,000 to \$12,000 for the first year.

He added that high figures were used on the estimates. He indicated that this was a new approach, not used in other places. What they were trying to do was only service work in the first year that would not require a lot of parts and equipment to be purchased. The items listed under things not to be done were very time consuming, and would be difficult for one man to tie up all his time.

He further stated that they set the guidelines to let Mr. George Soloe, Maintenance Supervisor, work into the job gradually; therefore, the departments serviced would be staggered from January to February to March. The report showed one individual to be hired to work directly under the School Board at an approximate cost of \$12,000. Mr. Robertson asked if this figure would include fringes. Dr. Vaughn advised him it would.

Mr. Hargrave asked if the individual would report to Mr. Soloe directly. The County Administrator stated yes and he would also be paid by the School Board, funds to be included in the County's appropriation to them. Each individual mechanic is furnished a box of tools.

Mr. Robertson asked if flats would be fixed from 8:00 a.m. to 5:00 p.m. only. Mr. Soloe stated anything after 5:00 would be overtime.

Mr. Hargrave stated that the Rescue Squad vehicles bothered him because they were getting into what the County doesn't own. He also stated that the fire departments weren't mentioned and he felt they would be next in line asking for service.

Mr. Soloe indicated that the fire trucks would have to be emptied first. He was hoping he could work into other agencies. Mr. Soloe added that he felt the fire trucks were kept in a lot better condition. The Rescue Squad vehicles are on the road all the time.

Mr. Hargrave asked if he would be able to handle the fire trucks.

Mr. Soloe stated not with just one person. Mr. Robertson asked about all the fire department jeeps and vans. Mr. Soloe indicated that on a normal day, with two to four people working, they can handle six vehicles. He didn't feel like they could jump into it too strong in the beginning.

Mr. Hargrave suggested they may want to give the fire departments a wait and see position.

Mr. Robertson asked what authority the County has if, i.e., the Sheriff does not want his vehicles maintained at the garage. Mr. Hargrave stated the County owns the cars, but he couldn't imagine there being any objection. The County Administrator stated he didn't see any problem with it.

Mr. Hargrave asked if the School Bus garage parts person would keep proper records on the vehicles for the County to use to improve usage. Mr. Soloe stated records could be kept, but he would suggest a maintenance officer be appointed in each agency to make sure the

cars are brought in when scheduled, and someone he could talk to about problems on improper usage.

Mr. Clay asked if any thought had been given to bidding out the service rather than putting on another employee. It could be bid on time and material basis to a service station.

Mr. Weber asked how much money the County is really going to save by having this small amount of work done at the School Bus garage.

Mr. Robertson stated you could look at the claims to see how much was being spent on this type of service at other places. But the prime concern is having preventive maintenance done on these vehicles and doing business in an orderly manner.

Mr. Clay added that the individual has to also check his own car properly on a regular basis.

Mr. Hargrave asked if bidding had been talked about.

The County Administrator indicated that no private enterprise had been contacted.

Mr. Clay stated he was interested in getting the best job done the cheapest way.

Mr. Robertson asked if to be effective, would they need three to four locations in the County.

Mr. Clay felt one would be sufficient near the center of the County to do the service work. He stated Mr. Soloe could draw up the specifications. Then there would be no need for tools, equipment, and fringes.

Mr. Weber indicated he would like to see it checked into.

Mr. Bennett stated he would like to broaden the scope of service if it were going to be bid out. He would like to see all the work included except major engine and transmission work.

Mr. Robertson stated they might as well include everything if they were going to bid it out.

Mr. Hargrave felt that no local place could do all the work. He stated a major concern to include in the specifications is that proper records be kept. It will probably be harder to communicate with them but he was all for looking into it.

Mr. Soloe stated he thought it would work. There were some good mechanics in the County but it would have to be on a time and material basis. They could bid the labor at a flat rate per hour.

Dr. R.L. Vaughn, Superintendent of Schools, suggested they might want to consider bidding two categories--one service and/or all the other work.

Mr. Soloe stated that he wanted the Board to understand that they had a facility and wanted to help the County if they could. But it would, of course, be more work for his people and he wasn't trying to reach out and get the work.

The County Administrator stated that no matter who did the work, the funding sources would be the same--Compensation Board, Social Services, Rescue Squad would still pay for their own work. Mr. Hargrave asked if the Rescue Squad knew this. The County Administrator stated no one had been approached about funding. That would be done after the Board of Supervisors gave approval to this program.

The County Administrator was instructed to investigate whether there was interest in the private sector to enter into a contract with the County to perform maintenance and repair work on county vehicles.

IN RE: VIRGINIA DEPARTMENT OF HIGHWAYS & TRANSPORTATION

Mr. J.T. Lester appeared before the Board to answer any questions they might have. He advised them that they had started work on Bishop Street and Rainbow Drive and would make good progress if the weather would cooperate. The County Administrator advised Mr. Lester that he had received a letter from Southside Electric stating they would take care of their poles as soon as possible.

IN RE: LIGHTING AT INTERSECTION OF HARWELL DRIVE & U.S. #1

At a previous meeting, the Board discussed a request for a streetlight at the intersection of Harwell Drive and U.S. #1. The Chairman stated that the installation was postponed pending investigation and recommendations from the Highway Department. The Highway Department sent a letter in reply indicating they had reviewed the intersection and were unable to determine any safety problem at that location.

Mr. Hargrave stated that he thought the location of the road was the question. He asked if there was a street sign there. He was advised there was.

Mr. Robertson stated he remembered the problem was not being able to locate the entrance. They had requested a report from the Traffic Engineer.

Mr. Hargrave stated that it seems they needed a marker.

Mr. Weber stated that the request was for one streetlight and he felt it should be installed.

Mr. Hargrave indicated that he felt a reflector would be sufficient.

Tommy Gibbs, Deputy Sheriff, stated there was a stop sign, road marker, two reflectors on posts and light from a big Exxon sign and Pecht's business. He felt it was very well lighted.

To allow time for the members to review the site, action was postponed.

IN RE: C & P TELEPHONE--REQUEST FOR RIGHT-OF-WAY

Mr. Gilbert E. Holland, Engineering Assistant, C&P Telephone Co., appeared before the Board to request a 10' x 1180' r/w to place a buried cable and associated pedestals on the County's landfill property on Rt. 645. This relocation is due to the Va. Dept. of Highways & Transportation's project on Rt. 645. He stated some tree cutting and brush clearing would be required. The cable is to service the telephones to the Landfill, and there would be no cost to the County.

Upon motion of Mr. Hargrave, seconded by Mr. Clay, Mr. Hargrave, Mr. Clay, Mr. Bennett, Mr. Weber, Mr. Robertson voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following right-of-way be approved:

The Right-of-Way will start at the south property line and continue north to the south edge of the driveway that goes into the landfill. The Right-of-Way will be 10' (foot) off the State Right-of-Way and run parallel to Rt. 645. The proposed cable will be placed in the center of the Right-of-Way with a minimum of 30" inches of ground cover.

IN RE: PUBLIC HEARING--CABLE TELEVISION AMENDMENTS--A-82-7

This being the time and place as advertised in the Progress-Index on Wednesday, October 20, 1982 and Wednesday, October 27, 1982 for the Board of Supervisors to conduct a public hearing

to consider for adoption an ordinance to amend Chapter 15A of the Dinwiddie County Code by changing certain sections dealing with Community Antenna Television Systems.

The County Attorney presented the amendments stating they had been discussed extensively, and input had been received from two cabletelevision companies.

Mr. Hargrave stated that it surprises him that governments require cable t.v. companies to provide them free connections and public time. He stated it seems not proper that others pay for services that serve everyone. The County Attorney stated it was not a hot issue with the companies and was customary.

No one appeared in favor or opposition.

Upon motion of Mr. Weber, seconded by Mr. Hargrave, Mr. Weber, Mr. Hargrave, Mr. Bennett, Mr. Clay, Mr. Robertson voting "aye",

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia, that the Dinwiddie County Code, as adopted April 1, 1970, and as heretofore amended be further amended by the following changes to Chapter 15A and in all other respects Chapter 15A is hereby reordained:

The last sentence in the following sub-section as it currently exists is deleted and replaced as follows:

Section 15A-3. Application for franchise.

(a) . . . Applications shall be accompanied by a non-refundable application fee of \$100.00 to offset direct expenses incurred in the franchising and evaluation procedures.

The first sentence in the following sub-section as it currently exists is deleted and replaced as follows:

Section 15A-3. Applications for franchise.

(b) Any applicant who is granted a non-exclusive franchise shall, in addition to the non-refundable fee specified hereinabove, pay to the County upon acceptance of the franchise, \$5,000.00.

The following sub-section is changed to read as follows:

Section 15A-5. Franchise fee.

(b) Payment of the franchise fee shall be quarterly and made within forty-five days after the expiration of each of the Grantee's fiscal quarters based on an estimate of gross subscriber revenues. The Grantee shall also file, within one hundred twenty days following the conclusion of the Grantee's fiscal year, an annual report prepared and audited by a Certified Public Accountant acceptable to the County, clearly showing the yearly total gross subscriber revenues broken down on a quarterly basis. For each and every fiscal quarter Grantee's gross subscriber revenue estimates fall 20% or more below actual receipts a penalty of 15% shall be imposed on the amount by which the actual revenue exceeded the estimate. Additional fees and the penalty, if any, shall be paid upon the filing of the annual report.

The following sub-section is changed to read as follows:

Section 15A-6. Insurance - Bonds - Indemnity.

(a)

(4) A performance bond running to the County with good and sufficient surety approved by the County in the sum of Twenty Thousand Dollars (\$20,000.00) conditioned upon the faithful performance and discharge of the obligations imposed by this chapter and the franchise awarded hereunder from the date thereof. At such time as the Grantee completes a significant portion of its obligation to service a percentage of the occupied dwelling units in

the County, the Grantee may petition the Board to reduce the amount of the performance bond; provided, however, that such bond shall not be reduced below \$7,500.00.

The last sentence in the following sub-section as it currently exists is deleted and replaced as follows:

Section 15A-10. Franchise Transfer.

(d) . . . Such approval shall not be unreasonably withheld or delayed.

The following sub-section is changed to read as follows:

Section 15A-11. Franchise revocation.

(a)

(2) A Grantee becomes insolvent, unable or unwilling to pay its just debts or is adjudged a bankrupt.

The following section is changed to read as follows:

Section 15A-12C. Management Fee.

For its management services during this interim period, the Grantee shall be entitled to receive as compensation, the net profit, as defined herein, generated during the period between the date the Grantee received written notice from the County of its intent to purchase the Grantee's cable television system or the expiration date of the franchise, whichever is earlier, and the payment of the purchase price. Such management services shall not be continued without Grantee's consent for more than six (6) months. However, if the Dinwiddie County Circuit Court determines that the Grantee is responsible for any delay in transfer of ownership and control, the Grantee shall continue to operate the cable television, as provided for in Section 15A-12B, without compensation for its services until the sales agreement is executed and ownership and control passes to the County or its assignee. In addition, the County shall also have the further right to (1) forthwith terminate Grantee's franchise and have the system removed or (2) to purchase the assets of the Grantee's cable television system at its depreciated value.

The following sub-sections are changed to read as follows:

Section 15A-13. Initial franchise area.

(b) The Initial Franchise Area shall be subject to approval by the County, and may be amended at any time, either by the County on its own motion or upon petition to the Grantee by fifty percent (50%) of the residents within the area to which the proposed amendment applies. The area must be adjacent to the Initial Franchise Area. Petitions are acceptable only in areas in which the total number of miles of paved and unpaved, public and private, streets and roads (exclusive of limited highways) within the extended area exceeds seventy-five. This shall in no way restrict the right of the County to act on its own motion; provided that the density criteria are met.

(c) The Grantee may interconnect its cable television system with other cable television systems or other broadband communications facilities located in contiguous communities so long as such interconnection is for the benefit of subscribers within the County as conclusively determined by the County.

The following sub-sections are changed to read as follows:

Section 15A-15. System description.

(b) The Grantee's cable television system shall have the

capability to operate with at least thirty-five channels. Programming on all channels will not be required.

(c) The Grantee's cable television system shall within twenty-four (24) months after the franchise is awarded have technical capacity to enable it to provide nonvoice return communications upon installation of additional equipment not requiring rewiring of the cable television system. The County shall have the option of requiring active nonvoice return communication when it becomes feasible and is in the community's interest.

(d) Within twenty-four (24) months after the franchise is awarded the County may require that the Grantee's cable television system maintain at least one specially designated noncommercial public access channel available on a first-come, nondiscriminatory basis. If the County requires it the system shall maintain and have available for public use the minimal equipment and facilities necessary for the production of programming for such a channel. If the Court requires it, one such channel will be made available without charge, except that production costs may be assessed for live studio presentations exceeding five minutes. Such production costs and any fees for use of other public access channels shall be consistent with the goal of affording the public a low-cost means of television access.

(e) The Grantee's cable television system shall within twenty-four (24) months after the franchise is awarded maintain a specially designated access channel for use by local educational authorities. This channel shall be installed and made available without charge from the time of commencement of cable television service in the County.

(f) The Grantee's cable television system shall maintain a specially designated access channel for local government use. This channel shall be made available without charge within twenty-four (24) months of the commencement of cable television service in the County until five years after completion of the system's trunk line.

(g) Delete.

(h) Whenever all of the channels described in paragraphs (d), (e) and (f) of this section are in use during eighty percent (80%) of the weekdays (Monday to Friday) for eighty percent (80%) of the time during any consecutive three-hour period for six consecutive weeks, the Grantee's cable television system shall, within the limits of its channel capacity specified in paragraph (b) of this section and if consistent with the applicable FCC rules and regulations, have six months in which to make a new access channel available for any or all of the purposes for which such channels are designated.

(i) Grantee shall provide, without charge within the Initial Franchise Area, one service outlet to each fire station, public school, police station and public library; provided, however, that, if it is necessary to extend Grantee's trunk or feeder lines more than one hundred fifty feet solely to provide service to any such school or public building, the County shall have the option, either of paying Grantee's direct costs for such extension, in excess of one hundred fifty feet, or of releasing Grantee from the obligation to provide service to such building. Furthermore, Grantee shall be permitted to recover, from any public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred feet of drop cable.

The following sub-section is changed to read as follows:

Section 15A-17. Operational requirements.

(d) Copies of any correspondence, petitions, reports, applications and other documents sent or received by Grantee from Federal or State agencies having appropriate jurisdiction in matters affecting cable television operation shall be made available by Grantee to the County upon request for cause.

The last sentence in the following sub-section as it currently exists is deleted and replaced as follows:

Section 15A-18. Tests and performance monitoring.

(b) . . . Periodically, but not less frequently than once every six months, the following data will be obtained and made available for County inspection:

The following sub-section is changed to read as follows:

Section 15A-26. Rights reserved to the County.

(c) The right to adopt additional regulations at the end of the tenth year of the franchise to require that the system be upgraded to what is then considered a "state of the art" system.

IN RE: AUTHORIZATION TO BID CABLETELEVISION SERVICE

Mr. Weber moved that the County Administrator be authorized to send out bids for cabletelevision service to be returned by January 3 for action at the January 5, 1982 meeting.

The County Attorney indicated they may run into problems with advertising in trade publications if they asked for them to be returned that soon.

Mr. Hargrave asked if we received any bids from advertising in the trade magazine. The County Administrator stated they received inquiries. He then suggested that he be allowed to find out how soon it could be advertised in the Trade Journal and then ask for returns sixty (60) days thereafter. Mr. Hargrave added that they might mention in the advertisement that the ordinance has been changed.

Mr. Weber amended his motion to receive bids 60 days from the earliest time it can be advertised in the trade magazine. Mr. Hargrave seconded the motion. Mr. Weber, Mr. Hargrave, Mr. Clay, Mr. Bennett, Mr. Robertson voted "aye".

IN RE: 1982 COST ALLOCATION PLAN

The County Administrator stated that for the past three years, the County has contracted with David M. Griffith & Associates for the preparation of a cost allocation plan for the County. The County only pays a fee if funds are recovered, and the limit of the fee is \$4,000. The recovery is based mainly on the Social Services Department. He felt the firm has done an excellent job and recommended that the County enter into an agreement with David M. Griffith & Associates for preparation of the County's Cost Allocation Plan for 1982.

Upon motion of Mr. Clay, seconded by Mr. Weber, Mr. Clay, Mr. Weber, Mr. Hargrave, Mr. Bennett, Mr. Robertson voting "aye", the County Administrator was authorized to execute the Cost Allocation Plan contract for 1982 with David M. Griffith and Associates.

IN RE: DISCUSSION OF LANDFILL FEES

The County Administrator stated that on October 10, 1982, they started charging Mr. Thweatt \$20/load to dump in the County Landfill. He indicated that Petersburg and Prince George charge \$22.50. He stated that Mr. Thweatt had been allowed to make dumps free of charge; however, now the trash he is dumping is not all Dinwiddie trash. He indicated he didn't know whether the fee had slowed him down or not.

The County Administrator indicated he wanted to find out the Board's response. He stated they do charge Central State and T.W. Mayton when they use the Landfill periodically. They were not really charging customers and he wanted to know if the Board

had any problems with what they were doing. He added that he didn't think an elaborate fee schedule was needed at this time.

The Board indicated they had no problem with the procedure.

Mr. Clay asked how the disposal with Rochester Button Factory was going. The County Administrator indicated it was working out well. The only expense to the County would be maintaining the area around the dumping site. Mr. Weber asked when the last test was made. The County Administrator indicated he would have to check the records, but he knew it had been less than a year ago.

IN RE: STUDY OF DISPOSAL ALTERNATIVES

The County Administrator stated that, of course at this time, it was unknown as to whether the County would contract with either of the disposal firms. However, he suggested a study be made to determine how much it is costing to dispose of trash with the present Landfill, so they would have a comparison figure for contract negotiations with the firms. Mr. Hargrave added that increased haul distance, equipment and man utilization should be included.

The Board concurred with having the study done. The County Administrator stated he hoped to have it ready by the December 1, 1982 meeting.

IN RE: JAY DEBOER--NEW DELEGATE FOR THE 63RD DISTRICT

The Chairman recognized and congratulated Mr. Jay DeBoer for his election to the House of Delegates, representing the 63rd district. Mr. DeBoer stated this district represents part of Dinwiddie, Petersburg and Prince George. Therefore, the needs are going to be different. He stated he and Mr. Beasley Jones, 62nd District, might not always agree but they would do their best for the County and always welcome input from the Board of Supervisors. He closed stating he was looking forward to a close working relationship.

IN RE: ADMISSIONS TAX--WORKSHOP DATE

Mr. Clay stated that the Board had discussed the Admissions Tax before and he felt now was a good time to move along on it while things were quiet. The County missed recently collecting on the Air Show held at the Airport.

Mr. Robertson indicated the County was limited by law on the tax at 10% and there had been some discussion before as to whether to include charitable and non-profit organizations. He felt these things needed to be addressed.

The County Attorney stated there would have to be a public hearing. He indicated he had prepared a simple ordinance before, but it should include alot more detail.

Mr. Hargrave asked how lengthy the legislation was. The County Attorney stated it was three to four lines in the Acts of Assembly naming the localities who were authorized to enact the tax. He felt the Board should decide upon some reasonable categories.

Mr. Hargrave also felt it was a good time to establish the tax. It was going to be the only way to gain a little income to defray the costs of providing service for these events.

The County Attorney suggested that a workshop be held first so the Board could provide him with what they wanted to include in the ordinance.

The Board agreed to hold a special workshop session on the Admissions Tax at 7:00 P.M. before the regular meeting on November 17, 1982.

IN RE:       PROCUREMENT ORDINANCE WORKSHOP

The County Administrator asked if the question on the School Board coverage had been clarified. Mr. T.O. Rainey, Assistant County Attorney, appeared before the Board to answer questions on the ordinance. He stated that at the VML seminar, no distinction was made on the School Board. They would be governed by what the County did.

1. Mr. Hargrave asked if in Sec. 2-12, the same dollar limit is applicable as established in the first part of the ordinance. Mr. Rainey stated yes, it relates to page 5, Sec. J, which presently reads \$10,000.

2. Mr. Hargrave stated that page 4, (c) stated all bids shall be opened and announced in public at the given time and place. He asked if that could be done without the Board meeting and having a formal bid opening. Lanny stated yes, as long as it was announced how it would be done when you advertise for bids.

3. Mr. Hargrave indicated that page 4 (e), calls for award to lowest bidder. He asked if you have to take the lowest bid. Mr. Rainey stated yes, provided the bidder is "responsive and responsible". Dr. R.L. Vaughn, Superintendent of Schools, asked what is meant by responsible. Mr. Hargrave suggested if he knew someone was not, don't ask him for a bid. Dr. Vaughn asked what if the work submitted was not adequate. Mr. Rainey indicated it could be worked into the definition of responsible.

Mr. Robertson said that Sec. 2-12B stated a notice must be posted 10 days prior to receipt of bids in a public place or published in a newspaper. Mr. Rainey stated that was correct; they had two choices.

4. Mr. Hargrave asked who makes the determination in 2-12 (g). Mr. Rainey stated the Board or a Procurement Officer. Mr. Hargrave indicated that was a heavy responsibility. Mr. Rainey stated the Board sets the policy but most governments are delegating the Authority.

5. Mr. Hargrave asked in reference to Sec. 2-18, why couldn't brand names be used. Mr. Rainey stated they can be used as long as it is specified in the Invitation to Bid. Mr. Robertson indicated that the State shows "brand name or equivalent" on their Invitations to Bid. Mr. Rainey said the County wouldn't have to if the brand name was specified in the Invitation to Bid.

6. Mr. Bolte stated that he understood if a contract was in force, it would not have to be rebid. He said his office used a data processing service and he usually renewed it by signing a letter. He stated he would hate to have to rebid it every year. Mr. Hargrave advised him to write down what has to be done with the contract and what difficulties he would have with rebidding it. Mr. Bolte stated with the present limit, he might not have to bid. Mr. Rainey stated it could probably be defined as a professional service and the requirements are more lenient.

7. Mr. Hargrave stated that it seemed odd in Sec. 2-22 that a 95% payment is required with only a 5% retainage when the ordinance was supposed to be protecting the public. He felt that it should be addressed back to the State. Mr. Rainey advised him it was straight out of the Code.

8. Mr. Hargrave asked if on Sec. 2-23, the \$25,000 and above bond requirement was law. Mr. Rainey stated it was straight out of the Code. They could, of course, require a bond on less than \$25,000.

9. Mr. Robertson stated that on page 3, Sec. 2-11 allows the County Administrator to designate a purchasing agent. He

asked if he could do this even if the position did not exist. Mr. Rainey stated it could be a present employee.

10. Mr. Bolte asked if all departments must go through the purchase officer, or through the procedure. Mr. Rainey stated that the intent was go protect the County from someone going out and making a purchase on their own. They should at least contact the Purchase Office. They could give approval or the Purchase Officer could do all the work. It allows for a central purchase system. On Page 2 (m), you may exempt petty cash usage.

The County Administrator stated that as he understood it, all the departments in the County would come under the ordinance. Mr. Rainey indicated that was correct.

11. Mr. Hargrave asked how 2-33 would be enforced. Mr. Rainey stated the contract could be disbarred. It was straight out of the Code.

Mr. Elder stated he had called and obtained an answer on the School Board. As he understood it, if the School Board purchases through the County, they are bound by the County ordinance. If not, they are bound by the State Code. Mr. Hargrave then asked if you could designate more than one Procurement Officer. Mr. Rainey stated there probably could be an Assistant. Mr. Robertson stated that at the workshop in Charlottesville, they stated that the School Board was bound by what the County adopted. Mr. Elder stated there had been alot of argument, but it seems it has been left up to the School Board as to how they want to purchase.

Mr. Bolte asked if it meant every office must purchase through the Procurement Office. He was told yes, if it was over \$10,000 or whatever amount is set. Guidelines will be established for everything under that. They could be just what is being done at the present time.

12. Mr. Hargrave asked about the intent on page 11, Sec. 2-36. It states that materials can't be supplied by the Architect or the Engineer. He felt that was why alot of the firms have combined into one.

13. The County Administrator asked if you had to bid insurance every year. Mr. Rainey stated it could be considered a professional service on a long term contract.

The Chairman thanked Mr. Rainey for his work on the ordinance. A public hearing will be held November 17, 1982.

IN RE: RAYMOND MCCANTS--REPAIR OF COUNTY VEHICLES

Mr. Raymond McCants stated that he could not see taking the county's vehicles to a service station because they were not really mechanics. He added they shouldn't be getting \$22/hr. He indicated the County had spent \$450,000 on a garage and maybe it should be the central garage. Mr. McCants urged the Board to try the School Bus Garage for a year. They would save money.

The Chairman stated his points were well taken. That is why they were looking at the other possibility. He felt they would probably find the School Bus garage cheaper.

IN RE: BLUE CROSS/BLUE SHIELD INCREASE

Mr. Bennett asked the Superintendent of Schools if the School Board's Blue Cross Blue Shield rates had increased like the County's. He stated they had. Mr. Bennett asked if they had planned for the increase. Dr. Vaughn indicated they had not.

IN RE: EXECUTIVE SESSION

Upon motion of Mr. Hargrave, seconded by Mr. Bennett, Mr. Hargrave, Mr. Bennett, Mr. Weber, Mr. Clay, Mr. Robertson voting

"aye", pursuant to Sec. 2.1-344(1) of the Virginia Freedom of Information Act, the Board moved into Executive Session at 4:01 P.M. to discuss personnel matters. The meeting reconvened into Open Session at 4:27 P.M.

IN RE: ITEMS INCLUDED IN INFORMATION SECTION OF BOARD MATERIAL

The following items were included in the Information Section of the Board's material for this meeting:

1. Hazardous Waste Facility Siting Legislation.
2. Jail Expenses & Income for the 1st Quarter.
3. Block Grant Information.
4. VDH&T - Report on Rt. 40 and Rt. 613 Intersection.
5. Letter from Director, District 19 Mental Health & Mental Retardation Services.
6. Study of Real Estate Procedures.
7. Industrial Develop. & Revenue Bond Act Study Commission - Notice of Public Hearing.

IN RE: ADJOURNMENT

Upon motion of Mr. Weber, seconded by Mr. Hargrave, Mr. Weber, Mr. Hargrave, Mr. Bennett, Mr. Clay, Mr. Robertson voting "aye", the meeting adjourned at 4:27 P.M.

  
G.E. ROBERTSON, JR., CHAIRMAN

ATTEST:   
W.C. KNOTT

