

County of Dinwiddie

BOARD OF SUPERVISORS

BRENDA EBRON-BONNER
HARRISON A. MOODY
DR. MARK E. MOORE
WILLIAM D. CHAVIS
DANIEL D. LEE



COUNTY ADMINISTRATOR

W. KEVIN MASSENGILL

FOUNDED 1752

February 16, 2016
Regular Meeting - 3:00 PM
Public Hearings - 7:00 PM

- 1. ROLL CALL**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. AMENDMENTS TO AGENDA**
- 5. CONSENT AGENDA:**

A. Summary And Claims

Documents: [February 2016 Claims Report.pdf](#)

B. Minutes

Documents: [1-19-16 Regular Meeting.pdf](#), [2-1-16 Workshop Meeting.pdf](#)

6. REPORTS:

A. Virginia Department Of Transportation

Phillip Frazer, Associate Engineer

Documents: [DINWIDDIE BOS Report 2-16-16.pdf](#)

7. ACTION ITEMS:

A. Contract Award: Fiber Optic Cable And Conduit Installation

Norman Cohen, Director of Information Technology

Documents: [160216 bos memo fiber project.pdf](#)

B. Contract Award: Monitor/Defibrillator Equipment Purchase

Dawn Titmus, EMS Manager

Documents: [160216 BOS Zoll Memo.pdf](#), [160216 Contract with Zoll.pdf](#)

C. Lease And Sublease Of Office Space For The Dinwiddie Health Department

Tyler Southall, County Attorney

Documents: [Lease and Sublease Memo for BOS.pdf](#)

8. CITIZEN COMMENTS (3 MINUTES)

9. COUNTY ADMINISTRATOR COMMENTS

10. BOARD MEMBER COMMENTS

11. CLOSED SESSION

A. §2.2-3711 (A) (1) Personnel:

- *County Administrator Evaluation*
- *County Attorney Evaluation*
- *Appointments*
 - *Dinwiddie Airport and Industrial Authority*
 - *Resource Conservation and Development Council*

B. §2.2-3711 (A) (3) Discussion Or Consideration Of The Acquisition Of Real Property For A Public Purpose, Or Of The Disposition Of Publicly Held Real Property, Where Discussion In An Open Meeting Would Adversely Affect The Bargaining Position Or Negotiating Strategy Of The Public Body

- *Acquisition of specific land for economic development*

C. §2.2-3711 (A) (5) Business And Industry Development:

- *Prospective business and industry*

D. §2.2-3711(A) (7) Consultation With Legal Counsel Employed Or Retained By A Public Body Regarding Specific Legal Matters Requiring The Provision Of Legal Advice By Such Counsel

- *Regarding specific legal matters requiring the provision of legal advice by such counsel*

12. HOMETOWN HEROES: BLACK HISTORY MONTH RECOGNITIONS

Documents: [Jesse Blackwell Jr - bio.pdf](#), [Pauline Bonner - Bio.pdf](#), [Ed Bracey - Bio.pdf](#), [Yvonne Myrick - bio.pdf](#), [Geraldine E Spicely - bio.pdf](#)

13. PUBLIC HEARINGS:

A. Case AC-16-1

Mark Bassett, Planning Director

Documents: [BOS Mtg Memo AC-16-1.pdf](#), [AC-16-1 Iluka Hickory Mine BOS Report Feb 16 2016.pdf](#), [Application AC-16-1.pdf](#), [Location Map.pdf](#)

B. Proposed Amendment Of Chapter 22 Of The Dinwiddie County Code Concerning Off-Street Parking Requirements
Mark Bassett, Planning Director

Documents: [Memo Zoning Ord Text Amendments BOS Feb 16 2016.pdf](#), [Amendments to 22-237.pdf](#)

14. OLD/NEW BUSINESS:

A. Appointments

15. CITIZEN COMMENTS (3 MINUTES)

16. BOARD MEMBER COMMENTS

17. ADJOURNMENT

Information:

- 1. Building Inspections Report**
- 2. Development Review**
- 3. Financial Reports**
- 4. Monthly FTE OT Report**
- 5. Monthly Stat Report**

CLAIMS	January 14, 2016	January 31, 2016	February 3, 2016	February 3, 2016	February 5, 2016	February 5, 2016	TOTALS
	1097816-1097884	1097890-1097904 Payroll	1097905-1097935	1097936-1097942	1097944-1097987	1097988	
101 - General Fund	\$407,513.01	\$1,005,271.18	\$488,447.34	\$210.00	\$91,313.19	\$57,515.51	\$2,050,270.23
103 - Jail Commission						\$137.40	\$137.40
105 - Recreation							\$0.00
209 - Litter Grant Fund							\$0.00
210 - Economic Developmt		\$1,461.42					\$1,461.42
211-Community Service						\$41.70	\$41.70
219 - CSA							\$0.00
226 - Law Library	\$164.99						\$164.99
228 - Fire Programs & EMS	\$172.00		\$388.00			\$1,138.44	\$1,698.44
229 - Forfeited Asset Sharing Program							\$0.00
305 - Capital Projects Fund	\$42,158.86				\$21,280.00	\$589.05	\$64,027.91
401 - County Debt Service			\$39,196.23				\$39,196.23
402 - School Debt Service							\$0.00
724 - Abraham Scholarship							\$0.00
	\$450,008.86	\$1,006,732.60	\$528,031.57	\$210.00	\$112,593.19	\$59,422.10	\$2,156,998.32

AP375H
1/14/2016

COUNTY OF DINWIDDIE
LISTING OF INVOICES FOR 1/14/2016 -- 1/14/2016

BEFORE CHECKS
PAGE 1

FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
001303	PERMITS AND OTHER LICENSES				
2450		VSMP STORMWATER PERMIT FE			
	219	TREASURER OF VIRGINIA	307058	STORMWATER PERMIT	756.00
				ACCOUNT TOTAL	756.00 *
				MAJOR TOTAL	756.00 **
001502	REVENUE FROM USE OF PROPERTY				
0201		RENTAL-REC FACILITIES-DEP			
	999999	WYATT, ERMA	121215 WYATT	REFUND DAMAGE DEP	100.00
	999999	DINWIDDIE COUNTY FARM	12815 DC FARM B	REFUND DAMAGE DEP	100.00
	999999	DINWIDDIE DEMOCRATIC	1716 DIN DEM CM	REFUND DAMAGE DEP	100.00
				ACCOUNT TOTAL	300.00 *
				MAJOR TOTAL	300.00 **
011100	*BOARD OF SUPERVISORS*				
5540		CONVENTION & EDUCATION			
	4658	COUNTY OF PRINCE GEORGE	2316 BONNER	MEETING FEES	15.00
				ACCOUNT TOTAL	15.00 *
				MAJOR TOTAL	15.00 **
012100	*COUNTY ADMINISTRATION*				
5230		TELECOMMUNICATIONS			
	1424	TREASURER OF VA	T294743	PHONE SERVICE	108.12
				ACCOUNT TOTAL	108.12 *
5540		CONVENTION & EDUCATION			
	4658	COUNTY OF PRINCE GEORGE	2316 MASSENGIL	MEETING FEES	15.00
	4702	HALIFAX COMMUNITY COLLEGE	01/2016 WRAY	CONTINUING EDUCATION	70.00
				ACCOUNT TOTAL	85.00 *
				MAJOR TOTAL	193.12 **
012210	*LEGAL SERVICES*				
3150		PROF SRVS - LEGAL			
	2487	HEFTY WILEY & GORE, PC	7815	LEGAL SERVICES	2,500.00
	2882	DREWRY, MICHAEL H	DEC 2015	LEGAL SERVICES	1,525.00
				ACCOUNT TOTAL	4,025.00 *
				MAJOR TOTAL	4,025.00 **
012240	*INDEPENDENT AUDITOR*				
3120		PROF SRVS - ACCTG/AUDITIN			

4028 DIXON HUGHES GOODMAN LLP

000512883

FY15 ANNUAL AUDIT

2,635.00

ACCOUNT TOTAL 2,635.00 *

MAJOR TOTAL 2,635.00 **

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COUNTY OF DINWIDDIE

1/14/2016

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FUND # - 101 GENERAL FUND

MAJOR# VENDOR VENDOR

ACCT# NUMBER NAME

INV#

DESCRIPTION

AMOUNT

012310 *COMMISSIONER OF THE REVENUE*

5230 TELECOMMUNICATIONS

1424 TREASURER OF VA

T294743

PHONE SERVICE

18.27

ACCOUNT TOTAL 18.27 *

5810 DUES/MEMBERSHIPS

2283 VAAO

2016 DUES

ANNUAL DUES

30.00

ACCOUNT TOTAL 30.00 *

MAJOR TOTAL 48.27 **

012410 *TREASURER*

3200 TEMP HELP - ACCOUNTANT

4756 ACCOUNTEMPS

44727779

TEMPORARY HELP

580.80

4756 ACCOUNTEMPS

44767360

TEMPORARY HELP

580.80

ACCOUNT TOTAL 1,161.60 *

5230 TELECOMMUNICATIONS

1424 TREASURER OF VA

T294743

PHONE SERVICE

5.78

ACCOUNT TOTAL 5.78 *

5540 CONVENTION & EDUCATION

1912 V.A.L.E.C.O.

15/16 HAWORTH

ANNL MEETING REG FEE

30.00

1912 V.A.L.E.C.O.

15/196 PERKINS

ANNL MEETING REG FEE

25.00

ACCOUNT TOTAL 55.00 *

6001 OFFICE SUPPLIES

5050 M & W PRINTERS, INC.

100472

GREEN PAPER

74.99

ACCOUNT TOTAL 74.99 *

MAJOR TOTAL 1,297.37 **

012510 *INFORMATION SYSTEMS*

5230 TELECOMMUNICATIONS

1424 TREASURER OF VA

T294743

PHONE SERVICE

.51

ACCOUNT TOTAL .51 *

MAJOR TOTAL .51 **

013100 *REGISTRAR/BOARD OF ELECTIONS*

5230 TELECOMMUNICATIONS

ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
	1424	TREASURER OF VA	T294743	PHONE SERVICE	7.44
				ACCOUNT TOTAL	7.44 *
5420		LEASE/RENTAL OF BLDGS-POL			
	622	GRACE BAPTIST CHURCH	11315 ELECTION	VOTER PRECINCT	75.00
	2426	ROCKY RUN RURITAN	11315 ELECTION	VOTER PRECINCT	75.00
	6040	NAMAZINE VOL. FIRE DEPT.	11315 ELECTION	VOTER PRECINCT	75.00
	6060	MCKENNEY VOL. FIRE DEPT.	11315 ELECTION	VOTER PRECINCT	75.00
	10160	DIAMOND HILL HUNT CLUB	11/3/15 ELECT	VOTER PRECINCT	75.00
	10162	ST JOHNS CATHOLIC CHURCH	11315 ELECTION	VOTER PRECINCT	75.00
	10820	LITTLE ZION BAPT CHURCH	11315 ELECTION	VOTER PRECINCT	75.00
				ACCOUNT TOTAL	525.00 *
AP375H			COUNTY OF DINWIDDIE		BEFORE CHECKS
1/14/2016			LISTING OF INVOICES FOR 1/14/2016 -- 1/14/2016		PAGE 3
FUND # - 101		GENERAL FUND			
MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
6001		OFFICE SUPPLIES			
	3287	ELECTION SERVICES ONLINE	1301	PRIVACY SCREENS	506.83
				ACCOUNT TOTAL	506.83 *
				MAJOR TOTAL	1,039.27 **
021100		*CIRCUIT COURT*			
3200		TEMP HELP - JURORS/COMMISS			
	999999	KATES, JAMONTE D	RI-1657151201	JUROR PAYMENT	60.00
				ACCOUNT TOTAL	60.00 *
5230		TELECOMMUNICATIONS			
	1424	TREASURER OF VA	T294743	PHONE SERVICE	16.37
				ACCOUNT TOTAL	16.37 *
				MAJOR TOTAL	76.37 **
021200		*GENERAL DISTRICT COURT*			
5230		TELECOMMUNICATIONS			
	1424	TREASURER OF VA	T294743	PHONE SERVICE	68.49
				ACCOUNT TOTAL	68.49 *
				MAJOR TOTAL	68.49 **
021700		*CLERK OF THE CIRCUIT COURT*			
3320		MAINTENANCE SERVICE CONTR			
	1730	TREASURER OF VA (SUP)	16-053C-RMS-1	ANNL RMS MAINT	7,520.00
				ACCOUNT TOTAL	7,520.00 *
5210		POSTAL SERVICE			
	1730	TREASURER OF VA (SUP)	16-053C-JMS	JURY QUESTIONNAIRES	525.00

ACCOUNT TOTAL	525.00 *
5230 TELECOMMUNICATIONS	
1424 TREASURER OF VA	T294743
PHONE SERVICE	20.42
ACCOUNT TOTAL	20.42 *
6001 OFFICE SUPPLIES	
1730 TREASURER OF VA (SUP)	16-053C-JMS
JURY QUESTIONNAIRES	549.00
ACCOUNT TOTAL	549.00 *
6012 BOOKS & SUBSCRIPTIONS	
10070 THOMSON REUTERS WEST	833200515
WEST INFORMATION	78.75
ACCOUNT TOTAL	78.75 *
MAJOR TOTAL	8,693.17 **

021910 *VICTIM WITNESS PROGRAM*				
5230 TELECOMMUNICATIONS				
1424 TREASURER OF VA	T294743		PHONE SERVICE	1.58
			ACCOUNT TOTAL	1.58 *
			MAJOR TOTAL	1.58 **
022100 *COMMONWEALTH'S ATTORNEY*				
5230 TELECOMMUNICATIONS				
1424 TREASURER OF VA	T294743		PHONE SERVICE	12.08
			ACCOUNT TOTAL	12.08 *
			MAJOR TOTAL	12.08 **

AP375H COUNTY OF DINWIDDIE BEFORE CHECKS
1/14/2016 LISTING OF INVOICES FOR 1/14/2016 -- 1/14/2016 PAGE 4

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
031200	*SHERIFF*				
3110		PROF SRVS - MEDICAL			
	3265	GREENBERG & ASSOCIATES	2640	COUNCELING SERVICES	1,005.00
				ACCOUNT TOTAL	1,005.00 *
3310		REPAIR AND MAINTENANCE			
	252	VACORP	0272015144301 2	CLAIM OVERPAYMENT	250.00
	3103	CHESDIN AUTOMOTIVE &	13375	REPAIRS 0808	1,767.80
	3955	TEN-CODE ELITE SERVICES	DCS1215A	INSTALL/REMOVE LIGHT	425.00
				ACCOUNT TOTAL	2,442.80 *
3320		MAINTENANCE SERVICE CONTR			
	780	HOUCHINS PEST CONTROL	126905	PEST CONTROL JAIL	50.00
	780	HOUCHINS PEST CONTROL	127325	PEST CONTROL TRAININ	30.00
				ACCOUNT TOTAL	80.00 *

3600	ADVERTISING					
140	PROGRESS INDEX	DECEMBER 2015	ADVERT DEPUTY SHERIF	123.75		
140	PROGRESS INDEX	DECEMBER 2015	ADVERT DEPTY SHERIFF	45.00		
4300	HERMES PUBLICATIONS	3943	EMPLOYEMENT ADVERT	83.97		
			ACCOUNT TOTAL	252.72	*	
5110	ELECTRICAL SERVICE					
3299	DOMINION VA POWER	0700495005 1/16	S.O. ELECTRIC	293.45		
3299	DOMINION VA POWER	2460565001 1/16	TRAINING CENTER	496.76		
3299	DOMINION VA POWER	8016400007 1/16	JAIL ELECTRIC	1,071.69		
			ACCOUNT TOTAL	1,861.90	*	
5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T294743	PHONE SERVICE	188.02		
3637	LANGUAGE LINE SERVICES	3752265	TRANSLATION SERVICES	63.80		
			ACCOUNT TOTAL	251.82	*	
5810	DUES/MEMBERSHIPS					
2122	SHIFFLETT, STEVEN R	443079	VFSAAA DUES	40.00		
			ACCOUNT TOTAL	40.00	*	
6008	VEHICLE/EQUIPMENT FUEL					
3249	JAMES RIVER PETROLEUM	CL80866	FUEL SHERIFF	1,572.58		
3249	JAMES RIVER PETROLEUM	CL81130	FUEL SHERIFF	1,020.98		
			ACCOUNT TOTAL	2,593.56	*	
6011	UNIFORMS/APPAREL					
3942	QUALITY UNIFORM	4129	UNIFORM-LUCY	38.95		
			ACCOUNT TOTAL	38.95	*	
8005	MOTOR VEHICLES					
3955	TEN-CODE ELITE SERVICES	DCS1215B	INSTALL GRAPHICS	722.00		
			ACCOUNT TOTAL	722.00	*	
			MAJOR TOTAL	9,288.75	**	
032200	*VOLUNTEER FIRE DEPARTMENTS*					
3310	REPAIR AND MAINTENANCE					
899	FIRE PROTECTION	00062569	THERMAL IMGE CAMERA	807.76		
			ACCOUNT TOTAL	807.76	*	
3320	MAINTENANCE SERVICE CONTR					
2412	PROFESSIONAL MAINTENANCE	42536	JANITORIAL SERVICES	558.36		
			ACCOUNT TOTAL	558.36	*	

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FUND # - 101 GENERAL FUND
MAJOR# VENDOR VENDOR

COUNTY OF DINWIDDIE
LISTING OF INVOICES FOR 1/14/2016 -- 1/14/2016

BEFORE CHECKS
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ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
5111		UTILITIES REIMB-DINWIDDIE			
	3299	DOMINION VA POWER	6328509408 1/16	DVFD ELECTRIC	783.35
				ACCOUNT TOTAL	783.35 *
5112		UTILITIES REIMB-FORD			
	6030	FORD VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES	684.38
				ACCOUNT TOTAL	684.38 *
5114		UTILITIES REIMB-NAMOZINE			
	6040	NAMOZINE VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES	1,088.20
				ACCOUNT TOTAL	1,088.20 *
5230		TELECOMMUNICATIONS			
	6020	DINWIDDIE VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES	69.98
	6030	FORD VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES	49.99
	6040	NAMOZINE VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES	123.59
				ACCOUNT TOTAL	243.56 *
5690		CONTRIBUTION-DINWIDDIE			
	6020	DINWIDDIE VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES	393.83
	6020	DINWIDDIE VOL. FIRE DEPT.	NOV 2015 REIMB	UTILITIES/SUPPLIES	3,516.74
				ACCOUNT TOTAL	3,910.57 *
5691		CONTRIBUTION-FORD			
	6030	FORD VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES	2,235.72
				ACCOUNT TOTAL	2,235.72 *
5693		CONTRIBUTION-NAMOZINE			
	6040	NAMOZINE VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES	2,037.46
				ACCOUNT TOTAL	2,037.46 *
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL80866	FUEL FIRE DEPT	49.26
	3249	JAMES RIVER PETROLEUM	CL81130	FUEL FIRE DEPT	112.83
				ACCOUNT TOTAL	162.09 *
				MAJOR TOTAL	12,511.45 **
032300		*EMERGENCY MEDICAL SERVICES*			
3310		REPAIR AND MAINTENANCE			
	1370	WHEEL SERVICE	67416	SERVICE 5523	2,490.06
	3103	CHESDIN AUTOMOTIVE &	13374	REPAIRS 0808	3,239.93
	3734	GOODMAN SPECIALIZED VEH	13130G	SERVICE 1101	441.32
				ACCOUNT TOTAL	6,171.31 *
5230		TELECOMMUNICATIONS			
	1424	TREASURER OF VA	T294743	PHONE SERVICE	.04
				ACCOUNT TOTAL	.04 *

ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
6005	6020	JANITORIAL SUPPLIES DINWIDDIE VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES	221.56
				ACCOUNT TOTAL	221.56 *
6011	3033	UNIFORMS/APPAREL NAFECO OF VIRGINIA	806684	UNIFORM	124.65
				ACCOUNT TOTAL	124.65 *
				MAJOR TOTAL	6,517.56 **
032400		*FIRE & RESCUE SERVICES*			
3310	6000	REPAIR AND MAINTENANCE DEWITT TIRE INC. (BOARD)	20870	REPAIR 3750	22.21
				ACCOUNT TOTAL	22.21 *
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FUND # - 101		GENERAL FUND			
MAJOR#					
3320	4449	MAINTENANCE SERVICE CONTR IMAGE TREND INC	36274	SET UP FEE	1,000.00
				ACCOUNT TOTAL	1,000.00 *
5230	1424	TELECOMMUNICATIONS TREASURER OF VA	T294743	PHONE SERVICE	4.40
				ACCOUNT TOTAL	4.40 *
5810	1747	DUES/MEMBERSHIPS CENTRAL VA FIRE AND	ANDREWS 2016	MEMBERSHIP DUES	20.00
	1747	CENTRAL VA FIRE AND	HALE 2016	MEMBERSHIP DUES	20.00
	1747	CENTRAL VA FIRE AND	SHEFFIELD 2016	MEMBERSHIP DUES	20.00
				ACCOUNT TOTAL	60.00 *
6008	3249	VEHICLE/EQUIPMENT FUEL JAMES RIVER PETROLEUM	CL80866	FUEL PUBLIC SAFETY	58.77
	3249	JAMES RIVER PETROLEUM	CL81130	FUEL PUBLIC SAFETY	26.27
				ACCOUNT TOTAL	85.04 *
				MAJOR TOTAL	1,171.65 **
033300		*COURT SERVICES*			
5230	1424	TELECOMMUNICATIONS TREASURER OF VA	T294743	PHONE SERVICE	2.31
				ACCOUNT TOTAL	2.31 *
				MAJOR TOTAL	2.31 **
033400		*OTHER CORRECTION & DETENTION*			
5230		TELECOMMUNICATIONS			

	1424	TREASURER OF VA	T294743	PHONE SERVICE		18.53
					ACCOUNT TOTAL	18.53 *
					MAJOR TOTAL	18.53 **
034100		*BUILDING INSPECTION*				
3600		ADVERTISING				
	4300	HERMES PUBLICATIONS	3945	AVERTISING		274.30
					ACCOUNT TOTAL	274.30 *
5230		TELECOMMUNICATIONS				
	1424	TREASURER OF VA	T294743	PHONE SERVICE		1.22
					ACCOUNT TOTAL	1.22 *
6008		VEHICLE/EQUIPMENT FUEL				
	3249	JAMES RIVER PETROLEUM	CL80866	FUEL BLDG INSPECTION		60.50
	3249	JAMES RIVER PETROLEUM	CL81130	FUEL BLDG INSPECTION		47.43
					ACCOUNT TOTAL	107.93 *
					MAJOR TOTAL	383.45 **
035100		*ANIMAL CONTROL/POUND*				
3320		MAINTENANCE SERVICE CONTR				
	780	HOUCHINS PEST CONTROL	126985	PEST CONTROL ANML SH		35.00
					ACCOUNT TOTAL	35.00 *
AP375H			COUNTY OF DINWIDDIE			BEFORE CHECKS
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FUND # - 101		GENERAL FUND				
MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT
5230		TELECOMMUNICATIONS				
	1424	TREASURER OF VA	T294743	PHONE SERVICE		2.17
					ACCOUNT TOTAL	2.17 *
6008		VEHICLE/EQUIPMENT FUEL				
	3249	JAMES RIVER PETROLEUM	CL80866	FUEL ANIMAL CONTROL		50.44
	3249	JAMES RIVER PETROLEUM	CL81130	FUEL ANIMAL CONTROL		128.70
					ACCOUNT TOTAL	179.14 *
					MAJOR TOTAL	216.31 **
035600		*COMMUNICATIONS*				
3310		REPAIR AND MAINTENANCE				
	1156	RADIO COMMUNICATIONS OF	400010873-1	RADIO REPAIRS		301.00
	1156	RADIO COMMUNICATIONS OF	400010922-1	RADIO REPAIRS		73.00
	1156	RADIO COMMUNICATIONS OF	400010934-1	RADIO REPAIRS		217.36
	1156	RADIO COMMUNICATIONS OF	403002096-1	FIRECOMM REPAIR		324.00
					ACCOUNT TOTAL	915.36 *

3320		MAINTENANCE SERVICE CONTR					
	780	HOUCHINS PEST CONTROL	126966		PEST CONTROL PUB SFT		30.00
						ACCOUNT TOTAL	30.00 *
5110		ELECTRICAL SERVICE					
	3299	DOMINION VA POWER	0825184682 1/16		TOWER ELECTRIC		140.31
	3299	DOMINION VA POWER	1229820145 1/16		TOWER ELECTRIC		288.71
	3299	DOMINION VA POWER	3886082654 1/16		TOWER ELECTRIC		180.11
	3299	DOMINION VA POWER	8860545006 1/16		COMM CENTER ELECTRIC		1,156.82
						ACCOUNT TOTAL	1,765.95 *
5230		TELECOMMUNICATIONS					
	1424	TREASURER OF VA	T294743		PHONE SERVICE		13.39
	1424	TREASURER OF VA	T294930		PHONE SERVICE		52.74
						ACCOUNT TOTAL	66.13 *
5410		LEASE/RENTAL OF EQUIPMENT					
	4709	TV6 HOLDINGS LLC	IN11400580		TOWER LEASE		2,453.64
	4709	TV6 HOLDINGS LLC	IN11401011		TOWER LEASE		2,453.64
	4709	TV6 HOLDINGS LLC	IN11401317		TOWER LEASE		2,453.64
	4709	TV6 HOLDINGS LLC	IN11401618		TOWER LEASE		2,453.64
	4709	TV6 HOLDINGS LLC	IN11401928		TOWER LEASE		2,453.64
	4709	TV6 HOLDINGS LLC	IN11402256		TOWER LEASE		2,453.64
						ACCOUNT TOTAL	14,721.84 *
8003		COMMUNICATION EQUIPMENT					
	1044	MOTOROLA	13094108		CHARGER/BATTERY		335.72
						ACCOUNT TOTAL	335.72 *
						MAJOR TOTAL	17,835.00 **
041320		*STREETLIGHTS*					
5110		ELECTRICAL SERVICE					
	3299	DOMINION VA POWER	4376987881 1/16		SIGN ELECTRIC		15.61
	3299	DOMINION VA POWER	4603226012 1/16		VAR LOC MCKENNEY		736.62
	3299	DOMINION VA POWER	8519809464 1/16		VAR LOC DIN ELECTRIC		2,832.95
AP375H			COUNTY OF DINWIDDIE				BEFORE CHECKS
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FUND # - 101		GENERAL FUND					
MAJOR#	VENDOR	VENDOR					
ACCT#	NUMBER	NAME	INV#		DESCRIPTION		AMOUNT
	3299	DOMINION VA POWER	9836427501 1/16		CAUTION LIGHTS		2.74
						ACCOUNT TOTAL	3,587.92 *
						MAJOR TOTAL	3,587.92 **
042400		*WASTE MANAGEMENT*					

3160		PROF SRVS - OTHER					
	1473	VA STATE POLICE	A2576 DEC 2015	BACKGROUND CHECKS		74.00	
	3439	CONTAINER FIRST SERVICES	0000444788	WASTE DISPOSAL		50,225.91	
	4678	CARDNO INC	183196	SEMIANNL LANFILL TST		7,024.00	
					ACCOUNT TOTAL	57,323.91	*
3310		REPAIR AND MAINTENANCE					
	1795	SPAIN&WILLIAMS GARAGE INC	263499	SERVICE MACK FRNT LD		1,857.80	
	1795	SPAIN&WILLIAMS GARAGE INC	263561	SERVICE MACK		248.00	
					ACCOUNT TOTAL	2,105.80	*
3320		MAINTENANCE SERVICE CONTR					
	780	HOUCHINS PEST CONTROL	127155	PEST CONTROL LANDFIL		50.00	
					ACCOUNT TOTAL	50.00	*
3600		ADVERTISING					
	4300	HERMES PUBLICATIONS	3943	EMPLOYEMENT ADVERT		83.97	
					ACCOUNT TOTAL	83.97	*
5230		TELECOMMUNICATIONS					
	1424	TREASURER OF VA	T294743	PHONE SERVICE		1.56	
					ACCOUNT TOTAL	1.56	*
6007		REPAIR & MAINTENANCE SUPP					
	1352	ARC3 GASES	02906040	ACETYLENE/OXYGEN		44.95	
					ACCOUNT TOTAL	44.95	*
6008		VEHICLE/EQUIPMENT FUEL					
	3249	JAMES RIVER PETROLEUM	CL81130	FUEL LANDFILL		51.89	
					ACCOUNT TOTAL	51.89	*
3310		REPAIR AND MAINTENANCE-RO					
	1246	MCCRAY ELECTRIC CO	7520 ROH MANNED	TROUBLESHOOT ROH MND		120.00	
					ACCOUNT TOTAL	120.00	*
5110		ELECTRICAL SERVICE-ROHOIC					
	3299	DOMINION VA POWER	3676126703 1/16	ROH MANNED ELECTRIC		120.32	
					ACCOUNT TOTAL	120.32	*
5110		ELECTRICAL SERVICE-MCKENN					
	3299	DOMINION VA POWER	8971437408 1/16	MCK MANNED ELECTRIC		83.85	
					ACCOUNT TOTAL	83.85	*
5110		ELECTRICAL SERVICE-DINWID					
	3299	DOMINION VA POWER	3623034810 1/16	DIN MANNED ELECTRIC		127.90	
					ACCOUNT TOTAL	127.90	*
					MAJOR TOTAL	60,114.15	**
043200		*GENERAL PROPERTIES*					
3310		REPAIR AND MAINTENANCE					

4061	BEST REPAIR COMPANY, INC.	512079	VALVE REPAIR CRTHSE	2,789.82
6000	DEWITT TIRE INC. (BOARD)	20919	SERVICE 4460	82.99

ACCOUNT TOTAL 2,872.81 *

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
3320		MAINTENANCE SERVICE CONTR			
	780	HOUCHINS PEST CONTROL	126900	PEST CONTRL PAMPLIN	30.00
	780	HOUCHINS PEST CONTROL	126902	PEST CONTROL CRTHSE	45.00
	780	HOUCHINS PEST CONTROL	126903	PEST CONTROL DSS	25.00
	780	HOUCHINS PEST CONTROL	126904	PEST CONTROL HLTH DP	15.00
	780	HOUCHINS PEST CONTROL	127042	PEST CONTROL HIST CH	30.00
	2412	PROFESSIONAL MAINTENANCE	42536	JANITORIAL SERVICES	6,124.55
	4095	ELITE CONTRACTING GROUP,	99601	COURTHOUSE SECURITY	113,720.00
				ACCOUNT TOTAL	119,989.55 *
3840		PURCH GOVT SRVS-ARWA			
	4090	APPOMATTOX RIVER WATER	OCT/NOV/DEC 15	COUNTY WATER	133,176.39
				ACCOUNT TOTAL	133,176.39 *
5110		ELECTRICAL SERVICE			
	3299	DOMINION VA POWER	1700179326 1/16	COURTHOUSE ELECTRIC	9,302.99
	3299	DOMINION VA POWER	2476220005 1/16	PAMPLIN ELECTRIC	4,266.38
	3299	DOMINION VA POWER	2480535000 1/16	HIST CRTHSE ELECTRIC	320.76
	3299	DOMINION VA POWER	3694617006 1/16	IT ELECTRIC	233.85
	3299	DOMINION VA POWER	6310462509 1/16	SS BLDG ELECTRIC	81.35
	3299	DOMINION VA POWER	6400497506 1/16	LIBRARY ELECTRIC	643.44
				ACCOUNT TOTAL	14,848.77 *
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL80866	FUEL BLDG & GROUNDS	64.48
				ACCOUNT TOTAL	64.48 *
				MAJOR TOTAL	270,952.00 **
071100	*PARKS, RECREATION, TOURISM*				
3160		PROF SRVS - OTHER			
	4830	POLAND, HAYLEY	121715 FOOTBALL	ATHLETIC TRAINER	225.00
				ACCOUNT TOTAL	225.00 *
3320		MAINTENANCE SERVICE CONTR			
	780	HOUCHINS PEST CONTROL	126901	PEST CONTROL EASTSID	50.00
	780	HOUCHINS PEST CONTROL	127170	PEST CONTROL SC CONC	25.00

5110	ELECTRICAL SERVICE				ACCOUNT TOTAL	75.00 *
	3299	DOMINION VA POWER	0256071143	1/16	MCKENNEY GYM ELECT	308.53
	3299	DOMINION VA POWER	0920532504	1/16	M.S. BALLFIELD ELECT	6.59
	3299	DOMINION VA POWER	4824264958	1/16	EASTSIDE ELECTRIC	1,422.36
	3299	DOMINION VA POWER	6697287354	1/16	FTBALL FLD ELECTRIC	40.35
	3299	DOMINION VA POWER	7001307540	1/16	SP CMLX ELECTRIC	509.52
	3299	DOMINION VA POWER	8480522500	1/16	MS CONC STAND ELECT	139.93
	3299	DOMINION VA POWER	9255628662	1/16	MCK REC ELECTRIC	86.02
					ACCOUNT TOTAL	2,513.30 *
5230	TELECOMMUNICATIONS					
	1424	TREASURER OF VA	T294743		PHONE SERVICE	48.16
					ACCOUNT TOTAL	48.16 *
6008	VEHICLE/EQUIPMENT FUEL					
	3249	JAMES RIVER PETROLEUM	CL80866		FUEL PARKS & REC	28.63
					ACCOUNT TOTAL	28.63 *
					MAJOR TOTAL	2,890.09 **
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FUND # - 101	GENERAL FUND					
MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#		DESCRIPTION	AMOUNT
081100	*PLANNING/ZONING/GIS*					
3600	ADVERTISING					
	140	PROGRESS INDEX	DECEMBER 2015		ADVERT PUBLIC HEARIN	195.21
	4300	HERMES PUBLICATIONS	3945		AVERTISING	803.31
					ACCOUNT TOTAL	998.52 *
5230	TELECOMMUNICATIONS					
	1424	TREASURER OF VA	T294743		PHONE SERVICE	1.82
					ACCOUNT TOTAL	1.82 *
5540	CONVENTION & EDUCATION					
	4658	COUNTY OF PRINCE GEORGE	2316 COLLINS		MEETING FEES	15.00
					ACCOUNT TOTAL	15.00 *
6007	REPAIR & MAINTENANCE SUPP					
	1097	HOLLYWOOD SIGNS	8556		SIGN INSTALLATION	86.07
					ACCOUNT TOTAL	86.07 *
6008	VEHICLE/EQUIPMENT FUEL					
	3249	JAMES RIVER PETROLEUM	CL80866		FUEL ZONING	20.74
					ACCOUNT TOTAL	20.74 *

MAJOR TOTAL 1,122.15 **

081500 *ECONOMIC DEVELOPMENT*
3160 PROF SRVS - OTHER
4011 CIVICPLUS

156943

ECON DEV ANNL FEE

1,736.44

ACCOUNT TOTAL 1,736.44 *

5230 TELECOMMUNICATIONS
1424 TREASURER OF VA

T294743

PHONE SERVICE

2.89

ACCOUNT TOTAL 2.89 *

MAJOR TOTAL 1,739.33 **

083500 *COOPERATIVE EXTENSION PROGRAM*
5230 TELECOMMUNICATIONS
1424 TREASURER OF VA

T294743

PHONE SERVICE

1.13

ACCOUNT TOTAL 1.13 *

MAJOR TOTAL 1.13 **

FUND TOTAL 407,513.01

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FUND # - 226 LAW LIBRARY FUND

MAJOR# VENDOR VENDOR

ACCT# NUMBER NAME

INV#

DESCRIPTION

AMOUNT

021800 LAW LIBRARY

6012 LAW LIBRARY-COURTHOUSE

10070 THOMSON REUTERS WEST

833230032

WEST INFORMATION

164.99

ACCOUNT TOTAL 164.99 *

MAJOR TOTAL 164.99 **

FUND TOTAL 164.99

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FUND # - 228 FIRE/EMS GRANTS FUND

MAJOR# VENDOR VENDOR

ACCT# NUMBER NAME

INV#

DESCRIPTION

AMOUNT

032200 FIRE PROGRAM EXPENDITURES

5693 FIRE PROGRAMS - NAMOZINE

1156 RADIO COMMUNICATIONS OF

700000870-1

FIREMANS RADIO STRAP

172.00

ACCOUNT TOTAL 172.00 *

MAJOR TOTAL 172.00 **

FUND TOTAL 172.00

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FUND # - 305 CAPITAL PROJECTS

MAJOR#	VENDOR	VENDOR	INVT#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
094100	COUNTY BUILDINGS				
8214	MCKENNEY RECREATION				
	3595	BAXTER BAILEY & ASSOC.	3592	RAGSDALE COMM CENTER	4,868.87
	3595	BAXTER BAILEY & ASSOC.	3593	PRINTING SRVCS	31.59
	4807	R. F. HOWERTON, INC.	APPLICATION 2	RAGSDALE COMM CENTER	30,267.00
				ACCOUNT TOTAL	35,167.46 *
				MAJOR TOTAL	35,167.46 **
094300	MANNED SITES				
8215	MANNED SITES				
	4762	TOWNSEND & SON BULLDOZING	1816 MANNED	CLAY STREET ROAD	6,791.40
	4831	GEO-SOLUTIONS	6541	PROOFROLL INSPECTION	200.00
				ACCOUNT TOTAL	6,991.40 *
				MAJOR TOTAL	6,991.40 **
				FUND TOTAL	42,158.86
				TOTAL DUE	450,008.86

Approved at meeting of
Signed

on .

_____	Title	Date
_____	Title	Date
_____	Title	Date

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INVT#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
012100	*COUNTY ADMINISTRATION*				
3320	MAINTENANCE SERVICE CONTR				
	1365	IRON MOUNTAIN RECORDS	MCZ7694	SHRED SERVICE	72.81
				ACCOUNT TOTAL	72.81 *
				MAJOR TOTAL	72.81 **
012310	*COMMISSIONER OF THE REVENUE*				
3320	MAINTENANCE SERVICE CONTR				
	1365	IRON MOUNTAIN RECORDS	MCZ7694	SHRED SERVICE	72.81
				ACCOUNT TOTAL	72.81 *

MAJOR TOTAL 72.81 **

012410 *TREASURER*
3320 MAINTENANCE SERVICE CONTR
1365 IRON MOUNTAIN RECORDS

MCZ7694 SHRED SERVICE

72.81
ACCOUNT TOTAL 72.81 *
MAJOR TOTAL 72.81 **

012430 *ACCOUNTING*
5899 MISC CHARGES

50 ANTHEM BLUE CROSS_BLUE FEBRUARY 2016 MCKENNEY INSURANCE
3752 DAVIS VISION FEBRUARY 2016 RETIREE VISION
3752 DAVIS VISION FEBRUARY 2016 RETIREE VISION

495.00
7.72
7.72
ACCOUNT TOTAL 510.44 *
MAJOR TOTAL 510.44 **

012510 *INFORMATION SYSTEMS*
5530 MEALS & LODGING

3012 COHEN, NORMAN 1.15.16 REIMB LASERFISCHE CONF

930.96
ACCOUNT TOTAL 930.96 *
MAJOR TOTAL 930.96 **

021200 *GENERAL DISTRICT COURT*
3150 PROF SRVS - LEGAL

3075 THE LAW OFFICE OF LINDA 7701758 PUBLIC DEFENDER
3441 WELLS, LINWOOD T III 7939566 PUBLIC DEFENDER
4102 M G HENKLE PLLC 7992599 PUBLIC DEFENDER

240.00
120.00
120.00
ACCOUNT TOTAL 480.00 *
MAJOR TOTAL 480.00 **

021700 *CLERK OF THE CIRCUIT COURT*
5810 DUES/MEMBERSHIPS

1912 V.A.L.E.C.O. 15-16 CHAPPELL ANNUAL DUES

75.00
ACCOUNT TOTAL 75.00 *
MAJOR TOTAL 75.00 **

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
022100		*COMMONWEALTH'S ATTORNEY*			
5510		MILEAGE			
	4647	CAMPBELL, MEGHAN F	10.9.15 REIMB	TRAINING CLASS	143.75
	4647	CAMPBELL, MEGHAN F	11.19.15 REIMB		66.70

					ACCOUNT TOTAL	210.45 *
5530		MEALS & LODGING				
	4647	CAMPBELL, MEGHAN F	11.19.15 REIMB			23.53
					ACCOUNT TOTAL	23.53 *
					MAJOR TOTAL	233.98 **
031200	*SHERIFF*					
3310		REPAIR AND MAINTENANCE				
	1370	WHEEL SERVICE	67434	TOW SERVICE		130.00
					ACCOUNT TOTAL	130.00 *
6008		VEHICLE/EQUIPMENT FUEL				
	3249	JAMES RIVER PETROLEUM	CL81367	FUEL SHERIFF		2,422.43
					ACCOUNT TOTAL	2,422.43 *
6099		INVESTIGATIVE SUPPLIES				
	1370	WHEEL SERVICE	67556	TOW SERVICE		130.00
					ACCOUNT TOTAL	130.00 *
8005		MOTOR VEHICLES				
	3285	SHEEHY FORD	NC156459	POLICE VEH 3951		25,789.00
	3285	SHEEHY FORD	NC156463	POLICE VEH 3955		25,789.00
					ACCOUNT TOTAL	51,578.00 *
					MAJOR TOTAL	54,260.43 **
032200	*VOLUNTEER FIRE DEPARTMENTS*					
3310		REPAIR AND MAINTENANCE				
	1370	WHEEL SERVICE	67450	SERVICE 2156		370.89
	1370	WHEEL SERVICE	67468	TOW SERVICE 7018		95.00
	1370	WHEEL SERVICE	67542	TOW SERVICE 7018		250.00
	3701	ATLANTIC EMERG SOLUTIONS	10448RIC	AUTO CHARGER INSTALL		4,018.70
					ACCOUNT TOTAL	4,734.59 *
5113		UTILITIES REIMB-MCKENNEY				
	6060	MCKENNEY VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES		464.05
					ACCOUNT TOTAL	464.05 *
5230		TELECOMMUNICATIONS				
	6060	MCKENNEY VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES		34.99
					ACCOUNT TOTAL	34.99 *
5692		CONTRIBUTION-MCKENNEY				
	6060	MCKENNEY VOL. FIRE DEPT.	DEC 2015 REIMB	UTILITIES/SUPPLIES		394.66
					ACCOUNT TOTAL	394.66 *
6008		VEHICLE/EQUIPMENT FUEL				
	3249	JAMES RIVER PETROLEUM	CL81367	FUEL FIRE DEP		23.78
					ACCOUNT TOTAL	23.78 *

MAJOR TOTAL 5,652.07 **

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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
032300	*EMERGENCY MEDICAL SERVICES*				
3120		PROF SRVS - ACCTG/AUDITIN			
	4029	MED3000	40543	MGT FEES	1,215.87
				ACCOUNT TOTAL	1,215.87 *
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL81367	FUEL EMS	24.33
				ACCOUNT TOTAL	24.33 *
				MAJOR TOTAL	1,240.20 **
032400	*FIRE & RESCUE SERVICES*				
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL81367	FUEL PUBLIC SAFETY	24.88
				ACCOUNT TOTAL	24.88 *
				MAJOR TOTAL	24.88 **
033100	*CONFINEMENT & CARE OF PRISONERS*				
3840		PURCH GOVT SRVS-JAIL BEDS			
	4004	MEHERRIN RIVER REG JAIL	FY16-Q3	3RD QTR JAIL BEDS	375,631.06
				ACCOUNT TOTAL	375,631.06 *
				MAJOR TOTAL	375,631.06 **
033400	*OTHER CORRECTION & DETENTION*				
6008		VEHICLE/EQUIPMENT FUEL			
	4834	JONES, MELANI	1.28.16 REIMB	FUEL REIMBURSEMENT	22.10
				ACCOUNT TOTAL	22.10 *
				MAJOR TOTAL	22.10 **
034100	*BUILDING INSPECTION*				
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL81367	FUEL BLD INSPECTIONS	62.84
				ACCOUNT TOTAL	62.84 *
				MAJOR TOTAL	62.84 **
035100	*ANIMAL CONTROL/POUND*				
5810		DUES/MEMBERSHIPS			
	2341	TREASURER OF VA	266362	DANGEROUS DOG REG	75.00
				ACCOUNT TOTAL	75.00 *
6005		JANITORIAL SUPPLIES			

	142	SOUTHSIDE CANDY	159379	JANITORIAL SUPPLIES	66.55
				ACCOUNT TOTAL	66.55 *
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL81367	FUEL ANIMAL CONTROL	213.43
				ACCOUNT TOTAL	213.43 *
				MAJOR TOTAL	354.98 **
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FUND # - 101		GENERAL FUND			
MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
042400	*WASTE MANAGEMENT*				
3310		REPAIR AND MAINTENANCE			
	1097	HOLLYWOOD SIGNS	8531	DECALS F150 & F250	350.00
				ACCOUNT TOTAL	350.00 *
6007		REPAIR & MAINTENANCE SUPP			
	4416	GCR TIRES & SERVICE	301-70823	TIRE-MULTIPLE	1,283.89
				ACCOUNT TOTAL	1,283.89 *
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL81367	FUEL LANDFILL	21.03
				ACCOUNT TOTAL	21.03 *
6011		UNIFORMS/APPAREL			
	4340	MINNS, MILTON	1.21.16 REIMB	SAFETY SHOES	50.00
				ACCOUNT TOTAL	50.00 *
5130		WATER & SEWER SERVICE-ROH			
	1770	EDMUNDS WASTE REMOVAL INC	50422	LATRINE RENTAL	75.00
				ACCOUNT TOTAL	75.00 *
5130		WATER & SEWER SERVICE-MCK			
	1770	EDMUNDS WASTE REMOVAL INC	50425	LATRINE RENTAL	75.00
				ACCOUNT TOTAL	75.00 *
5130		WATER & SEWER SERVICE-HAR			
	1770	EDMUNDS WASTE REMOVAL INC	50427	LATRINE RENTAL	75.00
				ACCOUNT TOTAL	75.00 *
5130		WATER & SEWER SERVICE-OLD			
	1770	EDMUNDS WASTE REMOVAL INC	50428	LATRINE RENTAL	75.00
				ACCOUNT TOTAL	75.00 *
5130		WATER & SEWER SERVICE-DIN			
	1770	EDMUNDS WASTE REMOVAL INC	50423	LATRINE RENTAL	75.00
				ACCOUNT TOTAL	75.00 *

5130	1770	WATER & SEWER SERVICE-OLD EDMUNDS WASTE REMOVAL INC	50426	LATRINE RENTAL	75.00
				ACCOUNT TOTAL	75.00 *
				MAJOR TOTAL	2,154.92 **
043200		*GENERAL PROPERTIES*			
5130	390	WATER & SEWER SERVICE DINWIDDIE CO WATER AUTH.	FEB 2016 CRTHSE	WATER/SEWER	23,452.00
				ACCOUNT TOTAL	23,452.00 *
6008	3249	VEHICLE/EQUIPMENT FUEL JAMES RIVER PETROLEUM	CL81367	FUEL BLDGS & GROUNDS	104.69
	3249	JAMES RIVER PETROLEUM	CL81367	FUEL ADMINISTRATION	33.62
				ACCOUNT TOTAL	138.31 *
				MAJOR TOTAL	23,590.31 **
071100		*PARKS, RECREATION, TOURISM*			
3310	6000	REPAIR AND MAINTENANCE DEWITT TIRE INC. (BOARD)	20871	SERVICE 8414	194.96
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FUND # - 101		GENERAL FUND			
MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	9080	JIMMYS CERTIFIED WELDING	27153	WELDING SERVICES	15.00
				ACCOUNT TOTAL	209.96 *
5130	1770	WATER & SEWER SERVICE EDMUNDS WASTE REMOVAL INC	50431	LATRINE RENTAL	65.00
				ACCOUNT TOTAL	65.00 *
6008	3249	VEHICLE/EQUIPMENT FUEL JAMES RIVER PETROLEUM	CL81367	FUEL PARKS & REC	120.26
				ACCOUNT TOTAL	120.26 *
				MAJOR TOTAL	395.22 **
071340		*BOATLANDINGS*			
5130	1770	WATER & SEWER SERVICE EDMUNDS WASTE REMOVAL INC	50424	LATRINE RENTAL	100.00
				ACCOUNT TOTAL	100.00 *
				MAJOR TOTAL	100.00 **
081100		*PLANNING/ZONING/GIS*			
3160	2598	PROF SRVS - OTHER WORLDVIEW SOLUTIONS	12601	ANNL GIS SUPPORT	4,000.00
				ACCOUNT TOTAL	4,000.00 *

6008	VEHICLE/EQUIPMENT FUEL							
3249	JAMES RIVER PETROLEUM	CL81367	FUEL PLANNING				17.81	
					ACCOUNT TOTAL		17.81	*
					MAJOR TOTAL		4,017.81	**
083500	*COOPERATIVE EXTENSION PROGRAM*							
3840	PURCH GOVT SRVS-COOP EXTE							
1899	VIRGINIA TECH	FY16 2ND QTR	QTRLY PAYMENT				16,750.71	
					ACCOUNT TOTAL		16,750.71	*
5420	LEASE/RENTAL OF BLDGS							
3039	PERROTTI MANAGEMENT LLC	FEB 2016 RENT	LEASE				1,741.00	
					ACCOUNT TOTAL		1,741.00	*
					MAJOR TOTAL		18,491.71	**
					FUND TOTAL		488,447.34	
AP375H		COUNTY OF DINWIDDIE						BEFORE CHECKS
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FUND # - 228	FIRE/EMS GRANTS FUND							
MAJOR#	VENDOR	VENDOR						
ACCT#	NUMBER	NAME	INV#	DESCRIPTION				AMOUNT
032200	FIRE PROGRAM EXPENDITURES							
5693	FIRE PROGRAMS - NAMOZINE							
	899	FIRE PROTECTION	00062556	5 GAL PAIL			270.00	
	4833	SAVE A LIFE	6885	12' RES DISC			118.00	
					ACCOUNT TOTAL		388.00	*
					MAJOR TOTAL		388.00	**
					FUND TOTAL		388.00	
AP375H		COUNTY OF DINWIDDIE						BEFORE CHECKS
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FUND # - 401	COUNTY DEBT SERVICE FUND							
MAJOR#	VENDOR	VENDOR						
ACCT#	NUMBER	NAME	INV#	DESCRIPTION				AMOUNT
095100	DEBT SERVICE PROJECTS							
8215	DS-DCWA COURTHOUSE RD							
	390	DINWIDDIE CO WATER AUTH.	FEB 2016 CRTHSE	WATER/SEWER			19,417.00	
					ACCOUNT TOTAL		19,417.00	*
8219	DS-DCWA CHURCH RD/GERDEAU							
	390	DINWIDDIE CO WATER AUTH.	1/16 REV INSUFF	REVENUE INSUFFICIENC			19,779.23	
					ACCOUNT TOTAL		19,779.23	*
					MAJOR TOTAL		39,196.23	**
					FUND TOTAL		39,196.23	

TOTAL DUE 528,031.57

Approved at meeting of
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on .

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COUNTY OF DINWIDDIE
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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
021100	*CIRCUIT COURT*				
3200	TEMP HELP - JURORS/COMMIS				
	999999	BAHLMAN, DONNA S	000001678160119	JUROR PAYMNT	30.00
	999999	CABBINS, GLORIA J	000001679160119	JUROR PAYMNT	30.00
	999999	GAREY, ROBERT C	000001680160119	JUROR PAYMNT	30.00
	999999	HANDSCHUH, KRISTOPHER D	000001681160119	JUROR PAYMNT	30.00
	999999	JEFFERSON, JAMON M	000001682160119	JUROR PAYMNT	30.00
	999999	MABRY, GERALD M	000001684160119	JUROR PAYMNT	30.00
	999999	ADAMS, SYDNEY	000001685160119	JUROR PAYMNT	30.00

ACCOUNT TOTAL 210.00 *
 MAJOR TOTAL 210.00 **
 FUND TOTAL 210.00
 TOTAL DUE 210.00

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Title Date

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 Title Date

AP375H
2/05/2016
FUND # - 101 GENERAL FUND

COUNTY OF DINWIDDIE
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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
011100	*BOARD OF SUPERVISORS*				

3600	ADVERTISING					
	4300 HERMES PUBLICATIONS	4078		BOS CASE		400.28
					ACCOUNT TOTAL	400.28 *
					MAJOR TOTAL	400.28 **
012210	*LEGAL SERVICES*					
5810	DUES/MEMBERSHIPS					
	3259 LGPA	2016 JENNINGS		ANNUAL DUES		35.00
					ACCOUNT TOTAL	35.00 *
6012	BOOKS AND SUBSCRIPTIONS					
	3683 LEXISNEXIS	3090402329		ON LINE SERVICE FEE		206.00
	3683 LEXISNEXIS	3090427429		ON LINE SERVICE FEE		206.00
					ACCOUNT TOTAL	412.00 *
					MAJOR TOTAL	447.00 **
012310	*COMMISSIONER OF THE REVENUE*					
3500	PRINTING & BINDING					
	5050 M & W PRINTERS, INC.	99040		TANG PP/BUSS 2016		981.61
					ACCOUNT TOTAL	981.61 *
5810	DUES/MEMBERSHIPS					
	2320 WELDON COOPER CENTER FOR	2016 BROWN		CAREER DEVELOPMENT		75.00
					ACCOUNT TOTAL	75.00 *
					MAJOR TOTAL	1,056.61 **
012340	*BUSINESS LICENSE*					
5210	POSTAL SERVICE					
	5050 M & W PRINTERS, INC.	99040		TANG PP/BUSS 2016		142.92
					ACCOUNT TOTAL	142.92 *
					MAJOR TOTAL	142.92 **
012410	*TREASURER*					
3160	PROF SRVS - OTHER					
	3140 ELLIOTT, JAMES W	11216 COLLECT		COLLECTION FEES		893.90
	3140 ELLIOTT, JAMES W	11316		COLLECTION FEES		450.00
					ACCOUNT TOTAL	1,343.90 *
3200	TEMP HELP - ACCOUNTANT					
	4756 ACCOUNTEMPS	44808033		TEMPORARY HELP		605.00
	4756 ACCOUNTEMPS	44889930		TEMPORARY HELP		580.80
	4756 ACCOUNTEMPS	44930025		TEMPORARY HELP		502.15
					ACCOUNT TOTAL	1,687.95 *
5210	POSTAL SERVICE					
	5050 M & W PRINTERS, INC.	100612		PP DELINQUENT 2015		1,067.70
	5050 M & W PRINTERS, INC.	100613		REAL ESTATE DEL 2015		255.54

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COUNTY OF DINWIDDIE
LISTING OF INVOICES FOR 2/05/2016 -- 2/05/2016

FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
012510	*INFORMATION SYSTEMS*				
3320	MAINTENANCE SERVICE CONTR				
	2981	INTERACT911	XT0000000308	CAD SYSTEM UPGRADE	7,620.00
	3686	CAROUSEL (TRINET) IND	1706925	AVAYA SOFTWARE SUPP	321.00
				ACCOUNT TOTAL	7,941.00 *
5230	TELECOMMUNICATIONS				
	1424	TREASURER OF VA	T294664	PHONE SERVICE	561.02
				ACCOUNT TOTAL	561.02 *
				MAJOR TOTAL	8,502.02 **
013100	*REGISTRAR/BOARD OF ELECTIONS*				
3600	ADVERTISING				
	4300	HERMES PUBLICATIONS	4082	VOTER INFO	139.95
				ACCOUNT TOTAL	139.95 *
5810	DUES/MEMBERSHIPS				
	109	VRAV	2016 DUES	MEMBERSHIP DUES	140.00
				ACCOUNT TOTAL	140.00 *
				MAJOR TOTAL	279.95 **
021200	*GENERAL DISTRICT COURT*				
3150	PROF SRVS - LEGAL				
	3075	THE LAW OFFICE OF LINDA	7740286	PUBLIC DEFENDER	120.00
				ACCOUNT TOTAL	120.00 *
				MAJOR TOTAL	120.00 **
021910	*VICTIM WITNESS PROGRAM*				
6001	OFFICE SUPPLIES				
	3563	LEXISNEXIS MATTHEW BENDER	123115 STATEMNT	LATE FEES	3.00
				ACCOUNT TOTAL	3.00 *
				MAJOR TOTAL	3.00 **
031200	*SHERIFF*				
3310	REPAIR AND MAINTENANCE				
	498	DEWITT TIRE INC. (SHER)	21040	SERVICE 7976	25.88
	498	DEWITT TIRE INC. (SHER)	21054	SERVICE 8283	245.78
	498	DEWITT TIRE INC. (SHER)	21055	SERVICE 3921	39.24

ACCOUNT TOTAL 1,323.24 *
MAJOR TOTAL 4,355.09 **
BEFORE CHECKS
PAGE 2

498	DEWITT TIRE INC.	(SHER)	21064	SERVICE 6798	331.54
498	DEWITT TIRE INC.	(SHER)	21079	SERVICE 8429	63.96
498	DEWITT TIRE INC.	(SHER)	21081	SERVICE 8347	25.88
498	DEWITT TIRE INC.	(SHER)	21090	SERVICE 0659	501.93
498	DEWITT TIRE INC.	(SHER)	21091	SERVICE 8130	135.16
498	DEWITT TIRE INC.	(SHER)	21095	SERVICE 0755	22.50
498	DEWITT TIRE INC.	(SHER)	21100	SERVICE 8428	25.88
498	DEWITT TIRE INC.	(SHER)	21113	SERVICE 0672	369.31

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MAJOR# ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT	
	498	DEWITT TIRE INC.	(SHER)	21114	SERVICE 2460	25.88
	498	DEWITT TIRE INC.	(SHER)	21115	SERVICE 0754	24.40
	498	DEWITT TIRE INC.	(SHER)	21133	SERVICE 5798	183.72
	498	DEWITT TIRE INC.	(SHER)	21144	SERVICE 1583	168.29
	498	DEWITT TIRE INC.	(SHER)	21154	SERVICE 8428	80.00
	498	DEWITT TIRE INC.	(SHER)	21171	SERVICE 8424	48.38
	498	DEWITT TIRE INC.	(SHER)	21195	SERVICE 8347	30.00
	498	DEWITT TIRE INC.	(SHER)	21196	SERVICE 6584	30.00
	498	DEWITT TIRE INC.	(SHER)	21198	SERVICE 0649	30.00
	498	DEWITT TIRE INC.	(SHER)	21199	SERVICE 1502	354.46
	498	DEWITT TIRE INC.	(SHER)	21221	SERVICE 8282	637.04
	498	DEWITT TIRE INC.	(SHER)	21222	SERVICE 0755	140.74
	498	DEWITT TIRE INC.	(SHER)	21223	SERVICE 7979	25.88
	498	DEWITT TIRE INC.	(SHER)	21224	SERVICE 6278	26.93
	498	DEWITT TIRE INC.	(SHER)	21225	SERVICE 8130	34.65
	498	DEWITT TIRE INC.	(SHER)	21236	SERVICE 8429	63.96
	498	DEWITT TIRE INC.	(SHER)	21247	SERVICE 7974	25.88
	498	DEWITT TIRE INC.	(SHER)	21259	SERVICE 0755	30.88
	498	DEWITT TIRE INC.	(SHER)	21275	SERVICE 0659	1,119.84
	2341	TREASURER OF VA	266536	CALIBRATION FEES	537.75	
				ACCOUNT TOTAL	5,405.74 *	
3320		MAINTENANCE SERVICE CONTR				
	3350	BAY DIESEL CORPORATION	1080308	GENERATOR MAINT	660.00	
				ACCOUNT TOTAL	660.00 *	
3600		ADVERTISING				
	4300	HERMES PUBLICATIONS	4079	EMPLOYEMENT ADVERT	251.91	

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
5810	3320	CENTRAL VA REG NARCOTICS	JAN-MAR 2016	QUARTERLY PAYMENT	1,500.00
					251.91 *
6007	1466	GOODYEAR AUTO SERVICE CTR	191259	TIRES 245/55R18	1,898.82
					1,500.00 *
6008	3249	JAMES RIVER PETROLEUM	CL81659	FUEL SHERIFF	1,860.74
					1,898.82 *
032200	*VOLUNTEER FIRE DEPARTMENTS*				1,860.74 *
3310	3106	BARKSDALE OILS INC	26474	TANK REPAIRS FVFD	357.65
					11,577.21 **
6008	3106	BARKSDALE OILS INC	138289	DIESEL NVFD	302.76
	3106	BARKSDALE OILS INC	138305	DIESEL NVFD	430.22
	3106	BARKSDALE OILS INC	138316	DIESEL JAIL GEN	30.81
	3106	BARKSDALE OILS INC	138858	DIESEL NVFD	303.70
	3106	BARKSDALE OILS INC	139769	DIESEL NVFD	221.69
AP375H	COUNTY OF DINWIDDIE				BEFORE CHECKS
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FUND # - 101	GENERAL FUND				
MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	3106	BARKSDALE OILS INC	139770	DIESEL DVFD	110.96
	3106	BARKSDALE OILS INC	139946	DIESEL MVFD	115.96
	3106	BARKSDALE OILS INC	140142	DIESEL NVFD	110.63
	3106	BARKSDALE OILS INC	140870	DIESEL NVFD	333.72
	3106	BARKSDALE OILS INC	141273	DIESEL DVFD	389.78
	3106	BARKSDALE OILS INC	141281	DIESEL FVFD	82.44
	3106	BARKSDALE OILS INC	141311	DIESEL MVFD	102.78
	3106	BARKSDALE OILS INC	141446	DIESEL FVFD	36.63
	3106	BARKSDALE OILS INC	141448	DIESEL NVFD	163.25
	3249	JAMES RIVER PETROLEUM	CL81659	FUEL FIRE DEP	70.82
					2,806.15 *
032300	*EMERGENCY MEDICAL SERVICES*				3,163.80 **

5830		REFUNDS-REVENUE RECOVERY					
	4072	MED3000	11216	REFUNDS	AMBULANCE REFUNDS	94.74	
	4072	MED3000	11516	REFUNDS	AMBULANCE REFUNDS	15.00	
					ACCOUNT TOTAL	109.74	*
6004		MEDICAL SUPPLIES					
	104	BATTERY BARN OF VA, INC.	278836		BATTERIES	215.00	
	1388	MOORE MEDICAL LLC	98929586		MEDICAL SUPPLIES	24.00	
	1388	MOORE MEDICAL LLC	98931132		MEDICAL SUPPLIES	1,324.45	
					ACCOUNT TOTAL	1,563.45	*
6008		VEHICLE/EQUIPMENT FUEL					
	3249	JAMES RIVER PETROLEUM	CL81659		FUEL EMS	17.85	
					ACCOUNT TOTAL	17.85	*
					MAJOR TOTAL	1,691.04	**
032400		*FIRE & RESCUE SERVICES*					
6008		VEHICLE/EQUIPMENT FUEL					
	3249	JAMES RIVER PETROLEUM	CL81659		FUEL PUBLIC SAFETY	86.68	
					ACCOUNT TOTAL	86.68	*
					MAJOR TOTAL	86.68	**
033300		*COURT SERVICES*					
3840		PURCH GOVT SRVS-CRATER YO					
	985	CRATER YOUTH CARE	1647		DETENTION SERVICES	44,233.17	
					ACCOUNT TOTAL	44,233.17	*
					MAJOR TOTAL	44,233.17	**
034100		*BUILDING INSPECTION*					
3160		PROF SRVS - OTHER					
	3115	SCHMIDTS CARPENTRY	0001		CLOSE DOORS/WINDOWS	400.00	
					ACCOUNT TOTAL	400.00	*
5840		TRAINING - 2% STATE					
	557	TREASURER OF VA	LV201602		2016 2ND QTR	722.41	
					ACCOUNT TOTAL	722.41	*
AP375H				COUNTY OF DINWIDDIE			BEFORE CHECKS
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FUND # - 101		GENERAL FUND					
MAJOR#	VENDOR	VENDOR					
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT	
6008		VEHICLE/EQUIPMENT FUEL					
	3249	JAMES RIVER PETROLEUM	CL81659	FUEL BLDG INSPECT		66.33	
					ACCOUNT TOTAL	66.33	*
					MAJOR TOTAL	1,188.74	**

035100	*ANIMAL CONTROL/POUND*					
3110	2923	AMELIA BOVINE CLINIC	43797	RABIES CANINE		8.00
					ACCOUNT TOTAL	8.00 *
3320	14	CHAMBERS SEPTIC SRVC LLC	4430	SEPTIC PUMP OUT		200.00
					ACCOUNT TOTAL	200.00 *
6008	3249	JAMES RIVER PETROLEUM	CL81659	FUEL ANIMAL CONTROL		116.84
					ACCOUNT TOTAL	116.84 *
					MAJOR TOTAL	324.84 **
035600	*COMMUNICATIONS*					
3320	3350	BAY DIESEL CORPORATION	1080308	GENERATOR MAINT		2,360.00
	4207	INTRADO SYSTEMS CORP	5032376	MAINTENANCE		175.00
					ACCOUNT TOTAL	2,535.00 *
3600	4300	HERMES PUBLICATIONS	4079	EMPLOYEMENT ADVERT		167.94
					ACCOUNT TOTAL	167.94 *
5230	1424	TREASURER OF VA	T294664	PHONE SERVICE		52.74
					ACCOUNT TOTAL	52.74 *
5410	4709	TV6 HOLDINGS LLC	IN11402674	TOWER LEASE		2,453.64
					ACCOUNT TOTAL	2,453.64 *
8003	1044	MOTOROLA	13095707	ACCESSORY KIT		585.20
					ACCOUNT TOTAL	585.20 *
					MAJOR TOTAL	5,794.52 **
042400	*WASTE MANAGEMENT*					
3600	4300	HERMES PUBLICATIONS	4079	EMPLOYEMENT ADVERT		167.94
					ACCOUNT TOTAL	167.94 *
6007	3436	TUBE CITY IMS LOCKBOX	10070444	0X3/4" SLAG		236.04
					ACCOUNT TOTAL	236.04 *
6008	3106	BARKSDALE OILS INC	138318	DIESEL WASTE MGMNT		459.92
	3106	BARKSDALE OILS INC	140141	DIESEL WASTE MGMNT		422.23

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COUNTY OF DINWIDDIE
LISTING OF INVOICES FOR 2/05/2016 -- 2/05/2016

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	3106	BARKSDALE OILS INC	141283	DIESEL WASTE MGMNT	879.58
				ACCOUNT TOTAL	1,761.73 *
5130		WATER & SEWER SERVICE-ROH			
	390	DINWIDDIE CO WATER AUTH.	1/16 ROH MANNED	WATER	10.53
				ACCOUNT TOTAL	10.53 *
				MAJOR TOTAL	2,176.24 **
043200		*GENERAL PROPERTIES*			
3310		REPAIR AND MAINTENANCE			
	4743	A-1 DOOR COMPANY	20055363	DOOR REPAIR TRAIN CT	272.50
				ACCOUNT TOTAL	272.50 *
3320		MAINTENANCE SERVICE CONTR			
	3350	BAY DIESEL CORPORATION	1080308	GENERATOR MAINT	820.00
				ACCOUNT TOTAL	820.00 *
6005		JANITORIAL SUPPLIES			
	425	RUTHERFORD JANITOR (AD)	914409	JANITORIAL SUPPLIES	1,255.55
				ACCOUNT TOTAL	1,255.55 *
6008		VEHICLE/EQUIPMENT FUEL			
	3106	BARKSDALE OILS INC	138317	DIESEL COURTHOUSE GN	80.17
	3106	BARKSDALE OILS INC	138320	DIESEL ADMIN GEN	67.47
	3249	JAMES RIVER PETROLEUM	CL81659	FUEL BLDGS & GROUNDS	50.02
				ACCOUNT TOTAL	197.66 *
				MAJOR TOTAL	2,545.71 **
071100		*PARKS, RECREATION, TOURISM*			
3160		PROF SRVS - OTHER			
	3292	WILSON, H MICHAEL	11616 BASKETBAL	OFFICIALS PAYMENT	320.00
	3292	WILSON, H MICHAEL	1916 BASKETBALL	OFFICIALS PAYMENT	896.00
				ACCOUNT TOTAL	1,216.00 *
5120		HEATING SERVICE			
	3106	BARKSDALE OILS INC	140580	DIESEL MCKENNEY GYM	520.98
	3106	BARKSDALE OILS INC	140996	DIESEL MCKENNEY GYM	427.14
				ACCOUNT TOTAL	948.12 *
5130		WATER & SEWER SERVICE			
	390	DINWIDDIE CO WATER AUTH.	1/16 EASTSIDE	WATER/SEWER	324.31
	390	DINWIDDIE CO WATER AUTH.	1/16 SPT CMLPX	WATER	161.61

6008		VEHICLE/EQUIPMENT FUEL				ACCOUNT TOTAL	485.92 *
	3249	JAMES RIVER PETROLEUM	CL81659	FUEL PARKS & REC			60.77
	3249	JAMES RIVER PETROLEUM	CL81659	FUEL PLANNING			14.14
						ACCOUNT TOTAL	74.91 *
6099		SPECIAL EVENTS					
	3106	BARKSDALE OILS INC	137542	DIESEL COUNTY FAIR			381.40
						ACCOUNT TOTAL	381.40 *
						MAJOR TOTAL	3,106.35 **
081100	*PLANNING/ZONING/GIS*						
6007		REPAIR & MAINTENANCE SUPP					
	1097	HOLLYWOOD SIGNS	8568	SIGN INSTALLATION			86.07
						ACCOUNT TOTAL	86.07 *
AP375H			COUNTY OF DINWIDDIE				BEFORE CHECKS
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FUND # - 101	GENERAL FUND						
MAJOR#	VENDOR	VENDOR					
ACCT#	NUMBER	NAME	INV#	DESCRIPTION			AMOUNT
6008		VEHICLE/EQUIPMENT FUEL					
	6000	DEWITT TIRE INC. (BOARD)	21039	SERVICE 5101			31.95
						ACCOUNT TOTAL	31.95 *
						MAJOR TOTAL	118.02 **
						FUND TOTAL	91,313.19
AP375H			COUNTY OF DINWIDDIE				BEFORE CHECKS
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FUND # - 305	CAPITAL PROJECTS						
MAJOR#	VENDOR	VENDOR					
ACCT#	NUMBER	NAME	INV#	DESCRIPTION			AMOUNT
094100	COUNTY BUILDINGS						
8229		BROADBAND					
	2706	ATLANTIC TECHNOLOGY	1255	BROADBAND CONSULTING			3,675.00
						ACCOUNT TOTAL	3,675.00 *
						MAJOR TOTAL	3,675.00 **
094300		MANNED SITES					
8215							
	3806	BAKERS WASTE EQUIP, INC.	86461	30 YD CANS			17,605.00
						ACCOUNT TOTAL	17,605.00 *
						MAJOR TOTAL	17,605.00 **
						FUND TOTAL	21,280.00

TOTAL DUE 112,593.19

Approved at meeting of
Signed

on .

Title	Date

AP375H
2/05/2016

COUNTY OF DINWIDDIE
LISTING OF INVOICES FOR 2/05/2016 -- 2/05/2016

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
011100	*BOARD OF SUPERVISORS*				
5530		MEALS & LODGING			
	4097	BANK OF AMERICA	01/15/2016	Board Meal Supplies	45.31
				ACCOUNT TOTAL	45.31 *
5540		CONVENTION & EDUCATION			
	4097	BANK OF AMERICA	01/15/2016	Govt Day Reg.- BOS	200.00
	4097	BANK OF AMERICA	01/15/2016	VACO New Chair Insti	295.00
				ACCOUNT TOTAL	495.00 *
				MAJOR TOTAL	540.31 **
012100	*COUNTY ADMINISTRATION*				
5210		POSTAL SERVICE			
	4097	BANK OF AMERICA	01/15/2016	Postage Machine Leas	444.00
				ACCOUNT TOTAL	444.00 *
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	01/15/2016	Phone - Admin	125.59
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Admin	125.34
				ACCOUNT TOTAL	250.93 *
5540		CONVENTION & EDUCATION			
	4097	BANK OF AMERICA	01/15/2016	Govt Day Reg.- KM	40.00
				ACCOUNT TOTAL	40.00 *
5810		DUES/MEMBERSHIPS			
	4097	BANK OF AMERICA	01/15/2016	IIMC Membership-S.Wr	195.00
				ACCOUNT TOTAL	195.00 *
6001		OFFICE SUPPLIES			
	4097	BANK OF AMERICA	01/15/2016	TC - Office Supplies	53.23
	4097	BANK OF AMERICA	01/15/2016	Quill - Office Suppl	10.18

4097	BANK OF AMERICA	01/15/2016	OD - Office Supplies	13.88
4097	BANK OF AMERICA	01/15/2016	Duplicate Order Cred	235.19-
4097	BANK OF AMERICA	01/15/2016	OD Credit	223.96-
4097	BANK OF AMERICA	01/15/2016	Duplicate Order	235.19
4097	BANK OF AMERICA	01/15/2016	OD - Office Supplies	223.96
4097	BANK OF AMERICA	01/15/2016	OD - Office Supplies	26.81
4097	BANK OF AMERICA	01/15/2016	Seals	350.00

ACCOUNT TOTAL	454.10 *
MAJOR TOTAL	1,384.03 **

012210 *LEGAL SERVICES*
6012 BOOKS AND SUBSCRIPTIONS

4097	BANK OF AMERICA	01/15/2016	VA Code Rules VII Su	21.94
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ACCOUNT TOTAL	21.94 *
MAJOR TOTAL	21.94 **

012220 *HUMAN RESOURCES*
3110 PROF SRVS - MEDICAL

4097	BANK OF AMERICA	01/15/2016	Drug Testing Materia	110.00
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ACCOUNT TOTAL	110.00 *
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AP375H COUNTY OF DINWIDDIE
2/05/2016 LISTING OF INVOICES FOR 2/05/2016 -- 2/05/2016

BEFORE CHECKS
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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
5540		CONVENTION & EDUCATION			
	4097	BANK OF AMERICA	01/15/2016	Conf Short Pump DP R	125.00
	4097	BANK OF AMERICA	01/15/2016	Conf Short Pump CS R	125.00
				ACCOUNT TOTAL	250.00 *
5810		DUES/MEMBERSHIPS			
	4097	BANK OF AMERICA	01/15/2016	IPMA Group Membershi	100.00
				ACCOUNT TOTAL	100.00 *
				MAJOR TOTAL	460.00 **
012310		*COMMISSIONER OF THE REVENUE*			
3320		MAINTENANCE SERVICE CONTR			
	4097	BANK OF AMERICA	01/15/2016	Copier Maint - COTR	107.84
				ACCOUNT TOTAL	107.84 *
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	01/15/2016	Phone - COTR	94.19
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-COTR	94.00
				ACCOUNT TOTAL	188.19 *

5540	CONVENTION & EDUCATION					
	4097	BANK OF AMERICA	01/15/2016	COR-legislative day-	.00	
	4097	BANK OF AMERICA	01/15/2016	COR-legislative day-	70.00	
				ACCOUNT TOTAL	70.00	*
6012	BOOKS AND SUBSCRIPTIONS					
	4097	BANK OF AMERICA	01/15/2016	Rec Veh Guide	90.00	
	4097	BANK OF AMERICA	01/15/2016	Used car guides	530.00	
				ACCOUNT TOTAL	620.00	*
				MAJOR TOTAL	986.03	**
012410	*TREASURER*					
3160	PROF SRVS - OTHER					
	4097	BANK OF AMERICA	01/15/2016	Online Account	5.00	
	4097	BANK OF AMERICA	01/15/2016	DMV stops	2,780.00	
	4097	BANK OF AMERICA	01/15/2016	DMV replacement toke	65.00	
				ACCOUNT TOTAL	2,850.00	*
5210	POSTAL SERVICE					
	4097	BANK OF AMERICA	01/15/2016	PreSort Fee - Treasu	5.00	
				ACCOUNT TOTAL	5.00	*
5230	TELECOMMUNICATIONS					
	4097	BANK OF AMERICA	01/15/2016	Phone - Treasurer	62.79	
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Treas	62.67	
				ACCOUNT TOTAL	125.46	*
5540	CONVENTION & EDUCATION					
	4097	BANK OF AMERICA	01/15/2016	Legislative Day Meet	70.00	
	4097	BANK OF AMERICA	01/15/2016	Legislative Day Meet	70.00	
				ACCOUNT TOTAL	140.00	*
6001	OFFICE SUPPLIES					
	4097	BANK OF AMERICA	01/15/2016	TC - Office Supplies	288.00	
	4097	BANK OF AMERICA	01/15/2016	OD - Office Supplies	19.20	
AP375H	COUNTY OF DINWIDDIE					BEFORE CHECKS
2/05/2016	LISTING OF INVOICES FOR 2/05/2016 -- 2/05/2016					PAGE 3
FUND # - 101	GENERAL FUND					
MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT	
	4097	BANK OF AMERICA	01/15/2016	OD - Office Supplies	312.17	
				ACCOUNT TOTAL	619.37	*
				MAJOR TOTAL	3,739.83	**
012430	*ACCOUNTING*					
6001	OFFICE SUPPLIES					

	4097	BANK OF AMERICA	01/15/2016	Quill - Office Suppl	17.99
	4097	BANK OF AMERICA	01/15/2016	Quill - Tax Forms	152.90
	4097	BANK OF AMERICA	01/15/2016	OD - Tax Forms	180.59
	4097	BANK OF AMERICA	01/15/2016	OD - Credit for retu	14.68-
				ACCOUNT TOTAL	336.80 *
				MAJOR TOTAL	336.80 **
012510		*INFORMATION SYSTEMS*			
3320		MAINTENANCE SERVICE CONTR			
	4097	BANK OF AMERICA	01/15/2016	Water - IT	32.80
	4097	BANK OF AMERICA	01/15/2016	Security Cert. for O	227.50
	4097	BANK OF AMERICA	01/15/2016	recording software f	559.50
				ACCOUNT TOTAL	819.80 *
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	01/15/2016	Phone - IT	78.49
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-IT	78.34
				ACCOUNT TOTAL	156.83 *
5510		MILEAGE			
	4097	BANK OF AMERICA	01/15/2016	Conf CA Baggage Fee	25.00
	4097	BANK OF AMERICA	01/15/2016	Conf CA Baggage Fee	25.00
				ACCOUNT TOTAL	50.00 *
5530		MEALS & LODGING			
	4097	BANK OF AMERICA	01/15/2016	Conf CA 1 D	29.59
	4097	BANK OF AMERICA	01/15/2016	Conf CA 3 L	28.29
	4097	BANK OF AMERICA	01/15/2016	Conf CA 3 D	83.00
	4097	BANK OF AMERICA	01/15/2016	Conf CA 3 D	79.00
	4097	BANK OF AMERICA	01/15/2016	Conf CA 3 L	50.00
	4097	BANK OF AMERICA	01/15/2016	Conf CA 3 L	37.93
	4097	BANK OF AMERICA	01/15/2016	Error Charge - Refun	53.14
				ACCOUNT TOTAL	360.95 *
8007		COMPUTER EQUIPMENT			
	4097	BANK OF AMERICA	01/15/2016	Dispatch - 2 VCIN re	1,356.00
	4097	BANK OF AMERICA	01/15/2016	Wireless Keyboard an	14.99
	4097	BANK OF AMERICA	01/15/2016	Remote for hall TV	8.42
	4097	BANK OF AMERICA	01/15/2016	Ipad Mini - Inventor	315.89
	4097	BANK OF AMERICA	01/15/2016	Hardware - Eastside	29.25
	4097	BANK OF AMERICA	01/15/2016	CREDIT - REFUND - Ap	169.99-
	4097	BANK OF AMERICA	01/15/2016	IPAD - Inventory pro	169.99
	4097	BANK OF AMERICA	01/15/2016	HP Server - EXS Repl	3,664.11
				ACCOUNT TOTAL	5,388.66 *

MAJOR TOTAL 6,776.24 **

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COUNTY OF DINWIDDIE
LISTING OF INVOICES FOR 2/05/2016 -- 2/05/2016

FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
013100	*REGISTRAR/BOARD OF ELECTIONS*				
5230	TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	01/15/2016	Phone - Registrar	31.40
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Reg	31.33
				ACCOUNT TOTAL	62.73 *
6001	OFFICE SUPPLIES				
	4097	BANK OF AMERICA	01/15/2016	OD - Office Supplies	16.80
				ACCOUNT TOTAL	16.80 *
				MAJOR TOTAL	79.53 **
021100	*CIRCUIT COURT*				
5230	TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	01/15/2016	Phone - Cir Ct	62.79
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Cir Ct	62.67
				ACCOUNT TOTAL	125.46 *
				MAJOR TOTAL	125.46 **
021200	*GENERAL DISTRICT COURT*				
3320	MAINTENANCE SERVICE CONTR				
	4097	BANK OF AMERICA	01/15/2016	Water - Gen Dist Ct	55.90
				ACCOUNT TOTAL	55.90 *
5210	POSTAL SERVICE				
	4097	BANK OF AMERICA	01/15/2016	Postage Machine Leas	444.00
				ACCOUNT TOTAL	444.00 *
5230	TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	01/15/2016	Phone - Gen Dis Ct	109.88
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Gen Dist C	109.67
				ACCOUNT TOTAL	219.55 *
6001	OFFICE SUPPLIES				
	4097	BANK OF AMERICA	01/15/2016	File Cabinets for Ge	605.72
				ACCOUNT TOTAL	605.72 *
8002	FURNITURE & FIXTURES				
	4097	BANK OF AMERICA	01/15/2016	Chair for Gen Dist C	219.99
				ACCOUNT TOTAL	219.99 *
				MAJOR TOTAL	1,545.16 **

021300	*MAGISTRATES*					
5230	TELECOMMUNICATIONS					
	4097	BANK OF AMERICA	01/15/2016	Phone - Magistrate		7.85
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Mag		7.83
					ACCOUNT TOTAL	15.68 *
					MAJOR TOTAL	15.68 **
021700	*CLERK OF THE CIRCUIT COURT*					
3320	MAINTENANCE SERVICE CONTR					
	4097	BANK OF AMERICA	01/15/2016	Water - Cir Ct		42.90
AP375H			COUNTY OF DINWIDDIE			BEFORE CHECKS
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FUND # - 101	GENERAL FUND					
MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT
	4097	BANK OF AMERICA	01/15/2016	Copier Maint - Cir C		182.15
	4097	BANK OF AMERICA	01/15/2016	Copier Usage- Cir Ct		34.50
	4097	BANK OF AMERICA	01/15/2016	Copier Maint - Cir C		182.15
	4097	BANK OF AMERICA	01/15/2016	Copier Maint - Cir C		10.00
					ACCOUNT TOTAL	451.70 *
5230	TELECOMMUNICATIONS					
	4097	BANK OF AMERICA	01/15/2016	Phone - Clerk		78.49
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Clerk		78.34
					ACCOUNT TOTAL	156.83 *
6001	OFFICE SUPPLIES					
	4097	BANK OF AMERICA	01/15/2016	TC - Office Supplies		16.80
	4097	BANK OF AMERICA	01/15/2016	Heater		33.74
					ACCOUNT TOTAL	50.54 *
					MAJOR TOTAL	659.07 **
021910	*VICTIM WITNESS PROGRAM*					
5230	TELECOMMUNICATIONS					
	4097	BANK OF AMERICA	01/15/2016	Phone - VW		15.70
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-VW		15.67
					ACCOUNT TOTAL	31.37 *
5540	CONVENTION & EDUCATION					
	4097	BANK OF AMERICA	01/15/2016	Membership 2016		100.00
					ACCOUNT TOTAL	100.00 *
6001	OFFICE SUPPLIES					
	4097	BANK OF AMERICA	01/15/2016	Calendar		21.89
					ACCOUNT TOTAL	21.89 *

MAJOR TOTAL 153.26 **

022100 *COMMONWEALTH'S ATTORNEY*
3320 MAINTENANCE SERVICE CONTR

4097 BANK OF AMERICA 01/15/2016 Water - Comm Atty 58.00
4097 BANK OF AMERICA 01/15/2016 Copier Usage - Comm 44.98
4097 BANK OF AMERICA 01/15/2016 Copier Maint - Comm 10.00

ACCOUNT TOTAL 112.98 *

5230 TELECOMMUNICATIONS

4097 BANK OF AMERICA 01/15/2016 Phone - Comm Atty 78.49
4097 BANK OF AMERICA 01/15/2016 Phone-Dec-Comm Atty 78.34

ACCOUNT TOTAL 156.83 *

6001 OFFICE SUPPLIES

4097 BANK OF AMERICA 01/15/2016 Quill - Office Suppl 180.93
4097 BANK OF AMERICA 01/15/2016 Quill - Office Suppl 422.07
4097 BANK OF AMERICA 01/15/2016 OD - Office Supplies 32.14
4097 BANK OF AMERICA 01/15/2016 VPN license 74.00
4097 BANK OF AMERICA 01/15/2016 VPN License 74.00

ACCOUNT TOTAL 783.14 *

MAJOR TOTAL 1,052.95 **

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COUNTY OF DINWIDDIE
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FUND # - 101 GENERAL FUND

MAJOR# VENDOR VENDOR
ACCT# NUMBER NAME

INV#

DESCRIPTION

AMOUNT

031200 *SHERIFF*

3110 PROF SRVS - MEDICAL

4097 BANK OF AMERICA 01/15/2016 Drug Screens - DNSO 78.00

ACCOUNT TOTAL 78.00 *

3160 PROF SRVS - OTHER

4097 BANK OF AMERICA 01/15/2016 Vehicle Registration 5.00

ACCOUNT TOTAL 5.00 *

3320 MAINTENANCE SERVICE CONTR

4097 BANK OF AMERICA 01/15/2016 Water - Sheriff 75.90
4097 BANK OF AMERICA 01/15/2016 Copier Maint-Sheriff 161.76

ACCOUNT TOTAL 237.66 *

5120 HEATING SERVICE

4097 BANK OF AMERICA 01/15/2016 Propane-Sheriff 255.58

ACCOUNT TOTAL 255.58 *

5210 POSTAL SERVICE

	4097	BANK OF AMERICA	01/15/2016	Postage Machine Leas	111.00
				ACCOUNT TOTAL	111.00 *
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	01/15/2016	Internet - Sheriff	127.85
	4097	BANK OF AMERICA	01/15/2016	Phone - Sheriff	572.96
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Sheriff	571.86
				ACCOUNT TOTAL	1,272.67 *
6001		OFFICE SUPPLIES			
	4097	BANK OF AMERICA	01/15/2016	Quill - Office Suppl	282.98
	4097	BANK OF AMERICA	01/15/2016	Quill - Office Suppl	23.44
	4097	BANK OF AMERICA	01/15/2016	Quill - Ink Cartridg	849.64
	4097	BANK OF AMERICA	01/15/2016	OD - Office Supplies	116.33
				ACCOUNT TOTAL	1,272.39 *
6007		REPAIR & MAINTENANCE SUPP			
	4097	BANK OF AMERICA	01/15/2016	HEADLIGHT BULB	34.98
				ACCOUNT TOTAL	34.98 *
6010		POLICE SUPPLIES			
	4097	BANK OF AMERICA	01/15/2016	3 FLASH LIGHT BATTER	59.85
	4097	BANK OF AMERICA	01/15/2016	DUTY BELT SUPPLIES	139.58
	4097	BANK OF AMERICA	01/15/2016	DUTY BELT HOLDERS	74.44
				ACCOUNT TOTAL	273.87 *
6011		UNIFORMS/APPAREL			
	4097	BANK OF AMERICA	01/15/2016	12 DEPUTY BALL CAPS	72.00
	4097	BANK OF AMERICA	01/15/2016	CLASS A SHOES - RAIN	59.71
				ACCOUNT TOTAL	131.71 *
6014		K-9 EXPENDITURES			
	4097	BANK OF AMERICA	01/15/2016	K-9 FOOD	93.98
				ACCOUNT TOTAL	93.98 *
6099		INVESTIGATIVE SUPPLIES			
	4097	BANK OF AMERICA	01/15/2016	INVESTIGATION SUPPLI	391.50
				ACCOUNT TOTAL	391.50 *
				MAJOR TOTAL	4,158.34 **

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COUNTY OF DINWIDDIE
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FUND # - 101 GENERAL FUND

MAJOR# VENDOR VENDOR

ACCT# NUMBER NAME

032200 *VOLUNTEER FIRE DEPARTMENTS*

3110 PROF SRVS - MEDICAL

INV#

DESCRIPTION

AMOUNT

	4097	BANK OF AMERICA	01/15/2016	Drug Screens - Fire		130.00
					ACCOUNT TOTAL	130.00 *
3310		REPAIR AND MAINTENANCE				
	4097	BANK OF AMERICA	01/15/2016	CO4 - bay door repai		479.00
					ACCOUNT TOTAL	479.00 *
5111		UTILITIES REIMB-DINWIDDIE				
	4097	BANK OF AMERICA	01/15/2016	Propane - DVFD		447.11
	4097	BANK OF AMERICA	01/15/2016	Propane-DVFD		302.79
					ACCOUNT TOTAL	749.90 *
5113		UTILITIES REIMB-MCKENNEY				
	4097	BANK OF AMERICA	01/15/2016	Propane-MVFD		344.68
					ACCOUNT TOTAL	344.68 *
5115		UTILITIES REIMB-OLD HICKO				
	4097	BANK OF AMERICA	01/15/2016	Propane-OHVFD		173.08
					ACCOUNT TOTAL	173.08 *
5120		HEATING SERVICE				
	4097	BANK OF AMERICA	01/15/2016	Propane		903.50
					ACCOUNT TOTAL	903.50 *
5690		CONTRIBUTION-DINWIDDIE				
	4097	BANK OF AMERICA	01/15/2016	Wax for Fire Aparatu		5.95
					ACCOUNT TOTAL	5.95 *
5696		CONTRIBUTION-CHIEF'S ASSO				
	4097	BANK OF AMERICA	01/15/2016	Brass Trumpet for Re		97.90
					ACCOUNT TOTAL	97.90 *
					MAJOR TOTAL	2,884.01 **
032300		*EMERGENCY MEDICAL SERVICES*				
3320		MAINTENANCE SERVICE CONTR				
	4097	BANK OF AMERICA	01/15/2016	Oxygen total for two		226.26
	4097	BANK OF AMERICA	01/15/2016	Oxygen		149.46
	4097	BANK OF AMERICA	01/15/2016	Oxygen		201.50
	4097	BANK OF AMERICA	01/15/2016	Hazardous Material P		355.33
					ACCOUNT TOTAL	932.55 *
6005		JANITORIAL SUPPLIES				
	4097	BANK OF AMERICA	01/15/2016	Cleaning materials f		52.78
					ACCOUNT TOTAL	52.78 *
6007		REPAIR & MAINTENANCE SUPP				
	4097	BANK OF AMERICA	01/15/2016	Car wash cleaner for		22.72
					ACCOUNT TOTAL	22.72 *
					MAJOR TOTAL	1,008.05 **

032400 *FIRE & RESCUE SERVICES*
 6001 OFFICE SUPPLIES
 4097 BANK OF AMERICA

01/15/2016 OD - Office Supplies

182.30
 ACCOUNT TOTAL 182.30 *
 MAJOR TOTAL 182.30 **

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COUNTY OF DINWIDDIE
 LISTING OF INVOICES FOR 2/05/2016 -- 2/05/2016

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FUND # - 101 GENERAL FUND

MAJOR# VENDOR VENDOR
 ACCT# NUMBER NAME

INV#

DESCRIPTION

AMOUNT

033300 *COURT SERVICES*

5230 TELECOMMUNICATIONS

4097 BANK OF AMERICA 01/15/2016

Phone - Court Svcs 47.09

4097 BANK OF AMERICA 01/15/2016

Phone-Dec-Ct Svcs 47.00

ACCOUNT TOTAL 94.09 *

6001 OFFICE SUPPLIES

4097 BANK OF AMERICA 01/15/2016

TC - Office Supplies 41.63

4097 BANK OF AMERICA 01/15/2016

OD - Office Supplies 2.29

4097 BANK OF AMERICA 01/15/2016

OD - Office Supplies 25.10

ACCOUNT TOTAL 69.02 *

MAJOR TOTAL 163.11 **

033400 *OTHER CORRECTION & DETENTION*

3320 MAINTENANCE SERVICE CONTR

4097 BANK OF AMERICA 01/15/2016

Water - CSA 13.95

ACCOUNT TOTAL 13.95 *

6001 OFFICE SUPPLIES

4097 BANK OF AMERICA 01/15/2016

OD - Office Supplies 40.92

4097 BANK OF AMERICA 01/15/2016

OD - Chair Mat 18.59

4097 BANK OF AMERICA 01/15/2016

OD - Office Supplies 13.33

ACCOUNT TOTAL 72.84 *

MAJOR TOTAL 86.79 **

034100 *BUILDING INSPECTION*

5230 TELECOMMUNICATIONS

4097 BANK OF AMERICA 01/15/2016

Phone - Building Ins 39.24

4097 BANK OF AMERICA 01/15/2016

Phone-Dec-BI 39.17

ACCOUNT TOTAL 78.41 *

5810 DUES/MEMBERSHIPS

4097 BANK OF AMERICA 01/15/2016

IAEI dues - Moore 120.00

4097 BANK OF AMERICA 01/15/2016

IAEI Dues - Inge 120.00

6007		REPAIR & MAINTENANCE SUPP				ACCOUNT TOTAL	240.00 *
	4097	BANK OF AMERICA	01/15/2016	BI truck maint suppl			28.49
						ACCOUNT TOTAL	28.49 *
						MAJOR TOTAL	346.90 **
035100		*ANIMAL CONTROL/POUND*					
5110		ELECTRICAL SERVICE					
	4097	BANK OF AMERICA	01/15/2016	Electric - Dec - AC			504.82
						ACCOUNT TOTAL	504.82 *
5120		HEATING SERVICE					
	4097	BANK OF AMERICA	01/15/2016	Propane - AC			176.79
	4097	BANK OF AMERICA	01/15/2016	Propane-AC			110.14
						ACCOUNT TOTAL	286.93 *
AP375H				COUNTY OF DINWIDDIE			BEFORE CHECKS
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FUND # - 101		GENERAL FUND					
MAJOR#	VENDOR	VENDOR					
ACCT#	NUMBER	NAME	INV#	DESCRIPTION			AMOUNT
5230		TELECOMMUNICATIONS					
	4097	BANK OF AMERICA	01/15/2016	Phone - AC			39.24
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-AC			39.17
						ACCOUNT TOTAL	78.41 *
5810		DUES/MEMBERSHIPS					
	4097	BANK OF AMERICA	01/15/2016	HEALTH PROF-LIC FEE			90.00
						ACCOUNT TOTAL	90.00 *
						MAJOR TOTAL	960.16 **
035600		*COMMUNICATIONS*					
3320		MAINTENANCE SERVICE CONTR					
	4097	BANK OF AMERICA	01/15/2016	Water - PS			66.95
	4097	BANK OF AMERICA	01/15/2016	Copier Maint - PS -			53.92
						ACCOUNT TOTAL	120.87 *
5110		ELECTRICAL SERVICE					
	4097	BANK OF AMERICA	01/15/2016	Electric-Dec-Tower			181.76
						ACCOUNT TOTAL	181.76 *
5210		POSTAL SERVICE					
	4097	BANK OF AMERICA	01/15/2016	Shipping fees			13.40
						ACCOUNT TOTAL	13.40 *
5230		TELECOMMUNICATIONS					
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-E911-16519			1,005.71

	4097	BANK OF AMERICA	01/15/2016	Pagers	37.32
	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-E911-91232	147.30
	4097	BANK OF AMERICA	01/15/2016	Internet	237.85
				ACCOUNT TOTAL	1,428.18 *
5540		CONVENTION & EDUCATION			
	4097	BANK OF AMERICA	01/15/2016	EMD Training - Hollo	89.00
				ACCOUNT TOTAL	89.00 *
5810		DUES/MEMBERSHIPS			
	4097	BANK OF AMERICA	01/15/2016	2016 Nena Membership	137.00
				ACCOUNT TOTAL	137.00 *
6001		OFFICE SUPPLIES			
	4097	BANK OF AMERICA	01/15/2016	Quill - Office Suppl	373.79
	4097	BANK OF AMERICA	01/15/2016	Quill - Ink Cartridg	90.83
	4097	BANK OF AMERICA	01/15/2016	OD - Office Supplies	88.48
	4097	BANK OF AMERICA	01/15/2016	OD - Office Supplies	40.21
				ACCOUNT TOTAL	593.31 *
6005		JANITORIAL SUPPLIES			
	4097	BANK OF AMERICA	01/15/2016	Cleaning Supplies	26.34
				ACCOUNT TOTAL	26.34 *
8003		COMMUNICATION EQUIPMENT			
	4097	BANK OF AMERICA	01/15/2016	Wireless Headsets	261.00
				ACCOUNT TOTAL	261.00 *
				MAJOR TOTAL	2,850.86 **
041320		*STREETLIGHTS*			
5110		ELECTRICAL SERVICE			
	4097	BANK OF AMERICA	01/15/2016	Electric- Dec- Stone	117.12
				ACCOUNT TOTAL	117.12 *
				MAJOR TOTAL	117.12 **
AP375H			COUNTY OF DINWIDDIE		BEFORE CHECKS
2/05/2016			LISTING OF INVOICES FOR 2/05/2016 -- 2/05/2016		PAGE 10
FUND # - 101		GENERAL FUND			
MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
042400		*WASTE MANAGEMENT*			
5110		ELECTRICAL SERVICE			
	4097	BANK OF AMERICA	01/15/2016	Electric - Dec - Lan	947.03
				ACCOUNT TOTAL	947.03 *
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	01/15/2016	Phone - Landfill	15.70

	4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Landfill		15.67
					ACCOUNT TOTAL	31.37 *
6007		REPAIR & MAINTENANCE SUPP				
	4097	BANK OF AMERICA	01/15/2016	Water - Landfill		50.00
	4097	BANK OF AMERICA	01/15/2016	bulbs		21.01
	4097	BANK OF AMERICA	01/15/2016	fittinngs for landfi		122.61
	4097	BANK OF AMERICA	01/15/2016	landfill supplies fo		84.74
	4097	BANK OF AMERICA	01/15/2016	fittings and hoses f		23.99
	4097	BANK OF AMERICA	01/15/2016	wiper blades for fro		15.90
	4097	BANK OF AMERICA	01/15/2016	parts for water hydr		23.79
	4097	BANK OF AMERICA	01/15/2016	refrigerator for sit		179.98
	4097	BANK OF AMERICA	01/15/2016	batteries		303.50
	4097	BANK OF AMERICA	01/15/2016	landfill supplies		11.85
					ACCOUNT TOTAL	837.37 *
5110		ELECTRICAL SERVICE-HART R				
	4097	BANK OF AMERICA	01/15/2016	Electric-Dec-Hard Rd		119.42
					ACCOUNT TOTAL	119.42 *
5110		ELECTRICAL SERVICE-OLD HI				
	4097	BANK OF AMERICA	01/15/2016	Electric-Dec-Old Hic		75.25
					ACCOUNT TOTAL	75.25 *
3310		REPAIR AND MAINTENANCE-OL				
	4097	BANK OF AMERICA	01/15/2016	motor repairs for OL		1,375.00
					ACCOUNT TOTAL	1,375.00 *
5110		ELECTRICAL SERVICE-OLD ST				
	4097	BANK OF AMERICA	01/15/2016	Electric-Dec-Old Sta		79.83
					ACCOUNT TOTAL	79.83 *
					MAJOR TOTAL	3,465.27 **
043200		*GENERAL PROPERTIES*				
3160		PROF SRVS - OTHER				
	4097	BANK OF AMERICA	01/15/2016	Vehicle Reg - Landfi		10.00
					ACCOUNT TOTAL	10.00 *
3310		REPAIR AND MAINTENANCE				
	4097	BANK OF AMERICA	01/15/2016	Health Dept Service		352.00
					ACCOUNT TOTAL	352.00 *
3320		MAINTENANCE SERVICE CONTR				
	4097	BANK OF AMERICA	01/15/2016	Water - CH 1st Fl		55.90
	4097	BANK OF AMERICA	01/15/2016	Water - Health Dept		26.20
	4097	BANK OF AMERICA	01/15/2016	Water - Jury Rm		43.95
	4097	BANK OF AMERICA	01/15/2016	Water - Admin		111.95

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
AP375H	4097	BANK OF AMERICA	01/15/2016	courthouse security	537.19
2/05/2016				COUNTY OF DINWIDDIE	BEFORE CHECKS
FUND # - 101	GENERAL FUND			LISTING OF INVOICES FOR 2/05/2016 -- 2/05/2016	PAGE 11
5120	4097	BANK OF AMERICA	01/15/2016	alarm monitoring	579.19
		HEATING SERVICE		ACCOUNT TOTAL	1,354.38 *
	4097	BANK OF AMERICA	01/15/2016	Propane - Courthouse	979.13
	4097	BANK OF AMERICA	01/15/2016	Propane	845.39
	4097	BANK OF AMERICA	01/15/2016	Propane-Courthouse	2,253.38
				ACCOUNT TOTAL	4,077.90 *
6001	4097	BANK OF AMERICA	01/15/2016	Quill - Office Suppl	2.39
		OFFICE SUPPLIES		ACCOUNT TOTAL	2.39 *
6007	4097	BANK OF AMERICA	01/15/2016	historic courthouse b	28.00
	4097	BANK OF AMERICA	01/15/2016	bulbs	12.27
	4097	BANK OF AMERICA	01/15/2016	bulbs	26.19
	4097	BANK OF AMERICA	01/15/2016	plumbing supplies	10.78
	4097	BANK OF AMERICA	01/15/2016	lights and bulbs	204.22
	4097	BANK OF AMERICA	01/15/2016	maintenence supplie	206.98
	4097	BANK OF AMERICA	01/15/2016	filters for sheriff	37.47
	4097	BANK OF AMERICA	01/15/2016	animal shelter plumb	4.14
	4097	BANK OF AMERICA	01/15/2016	animal shelter plumb	10.44
	4097	BANK OF AMERICA	01/15/2016	animal shelter plumb	27.50
	4097	BANK OF AMERICA	01/15/2016	batteries	30.75
	4097	BANK OF AMERICA	01/15/2016	maint supplies	13.89
	4097	BANK OF AMERICA	01/15/2016	ceiling tiles	107.78
	4097	BANK OF AMERICA	01/15/2016	ceiling tiles	20.00-
	4097	BANK OF AMERICA	01/15/2016	bulbs	35.95
	4097	BANK OF AMERICA	01/15/2016	flood light for east	17.37
	4097	BANK OF AMERICA	01/15/2016	maint supplies	16.93
	4097	BANK OF AMERICA	01/15/2016	rags for maint.	11.69
	4097	BANK OF AMERICA	01/15/2016	jail supplies	14.58
	4097	BANK OF AMERICA	01/15/2016	lock	48.71
	4097	BANK OF AMERICA	01/15/2016	maint. supplies	7.50
	4097	BANK OF AMERICA	01/15/2016	maintenance supplies	15.59

4097	BANK OF AMERICA	01/15/2016	maint supplies	8.59
4097	BANK OF AMERICA	01/15/2016	bulbs	11.97
4097	BANK OF AMERICA	01/15/2016	water fountain for t	99.00
4097	BANK OF AMERICA	01/15/2016	handle for namozine	34.00
4097	BANK OF AMERICA	01/15/2016	plumbing supplies	21.52

ACCOUNT TOTAL	1,043.81 *
MAJOR TOTAL	6,840.48 **

051100 *LOCAL HEALTH DEPARTMENT*
3310 REPAIR AND MAINTENANCE

4097	BANK OF AMERICA	01/15/2016	health dept move sup	72.39
4097	BANK OF AMERICA	01/15/2016	fittings for helath	4.62
4097	BANK OF AMERICA	01/15/2016	plumbing supplies fo	47.79
4097	BANK OF AMERICA	01/15/2016	health dept move plu	18.86
4097	BANK OF AMERICA	01/15/2016	health dept move plu	16.74

ACCOUNT TOTAL	160.40 *
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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
5420		LEASE/RENTAL OF BUILDINGS			
	4097	BANK OF AMERICA	01/15/2016	Health Trailer Rent	1,250.00
	4097	BANK OF AMERICA	01/15/2016	Health Dept Rent - D	1,250.00

ACCOUNT TOTAL	2,500.00 *
MAJOR TOTAL	2,660.40 **

071100 *PARKS, RECREATION, TOURISM*
3160 PROF SRVS - OTHER

4097	BANK OF AMERICA	01/15/2016	Volunteer Background	191.00
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ACCOUNT TOTAL	191.00 *
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3320 MAINTENANCE SERVICE CONTR

4097	BANK OF AMERICA	01/15/2016	Copier Usage - P&R	205.59
4097	BANK OF AMERICA	01/15/2016	Copier Maint - P&R -	55.00

ACCOUNT TOTAL	260.59 *
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3600 ADVERTISING

4097	BANK OF AMERICA	01/15/2016	Facebook Ad	12.60
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ACCOUNT TOTAL	12.60 *
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3610 MARKETING

4097	BANK OF AMERICA	01/15/2016	Civil War Travel Gui	2,400.00
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ACCOUNT TOTAL	2,400.00 *
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5230		TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	01/15/2016	Internet - Eastside		57.85
	4097	BANK OF AMERICA	01/15/2016	Directv Bill		69.29
					ACCOUNT TOTAL	127.14 *
5530		MEALS & LODGING				
	4097	BANK OF AMERICA	01/15/2016	Conf Homestead BM Ho		391.71
	4097	BANK OF AMERICA	01/15/2016	Conf Homestead BM D		17.98
					ACCOUNT TOTAL	409.69 *
6001		OFFICE SUPPLIES				
	4097	BANK OF AMERICA	01/15/2016	office supplies.		32.46
	4097	BANK OF AMERICA	01/15/2016	TC - Office Supplies		59.10
					ACCOUNT TOTAL	91.56 *
6005		JANITORIAL SUPPLIES				
	4097	BANK OF AMERICA	01/15/2016	janitorial supplies.		7.05
	4097	BANK OF AMERICA	01/15/2016	Janitorial supplies		587.02
	4097	BANK OF AMERICA	01/15/2016	Janitorial supplies		343.11
	4097	BANK OF AMERICA	01/15/2016	Janitorial Supplies		331.59
					ACCOUNT TOTAL	1,268.77 *
6007		REPAIR & MAINTENANCE SUPP				
	4097	BANK OF AMERICA	01/15/2016	Ball field supplies		365.91
	4097	BANK OF AMERICA	01/15/2016	Paint for Eastside		821.70
	4097	BANK OF AMERICA	01/15/2016	Rented trailerr to t		35.00
	4097	BANK OF AMERICA	01/15/2016	Supplies for Mckenne		148.06
	4097	BANK OF AMERICA	01/15/2016	200lb broadcast spre		217.97
	4097	BANK OF AMERICA	01/15/2016	Replacement bases fo		1,640.94
					ACCOUNT TOTAL	3,229.58 *
6013		EDUCATION/RECREATION SUPP				
	4097	BANK OF AMERICA	01/15/2016	football supplies		234.99

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT
	4097	BANK OF AMERICA	01/15/2016	Girls Basketball Uni		155.94
	4097	BANK OF AMERICA	01/15/2016	Girls Basketball Uni		2,560.95
	4097	BANK OF AMERICA	01/15/2016	Championship Footbal		477.00
	4097	BANK OF AMERICA	01/15/2016	Wrestling Singlets f		1,248.00
	4097	BANK OF AMERICA	01/15/2016	supplies for crafty		60.48
	4097	BANK OF AMERICA	01/15/2016	craft clay for craft		11.91

4097	BANK OF AMERICA	01/15/2016	Storage Bags	43.40
4097	BANK OF AMERICA	01/15/2016	Storage Bags	43.40
4097	BANK OF AMERICA	01/15/2016	movie for first Frid	18.45
4097	BANK OF AMERICA	01/15/2016	movies for first Fri	75.30
			ACCOUNT TOTAL	4,929.82 *
			MAJOR TOTAL	12,920.75 **

081100 *PLANNING/ZONING/GIS*

3320 MAINTENANCE SERVICE CONTR

4097	BANK OF AMERICA	01/15/2016	Copier Usage - Plann	25.46
4097	BANK OF AMERICA	01/15/2016	Copier Maint - Plann	24.35
4097	BANK OF AMERICA	01/15/2016	Copier Maint - Plann	126.00
			ACCOUNT TOTAL	175.81 *

5230 TELECOMMUNICATIONS

4097	BANK OF AMERICA	01/15/2016	Phone - Planning	70.64
4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Planning	70.50
			ACCOUNT TOTAL	141.14 *

5810 DUES/MEMBERSHIPS

4097	BANK OF AMERICA	01/15/2016	American Planning As	365.00
			ACCOUNT TOTAL	365.00 *
			MAJOR TOTAL	681.95 **

081500 *ECONOMIC DEVELOPMENT*

5230 TELECOMMUNICATIONS

4097	BANK OF AMERICA	01/15/2016	Phone - Eco Dev	31.40
4097	BANK OF AMERICA	01/15/2016	Phone-Dec-Eco Dev	31.33
			ACCOUNT TOTAL	62.73 *

5810 DUES/MEMBERSHIPS

4097	BANK OF AMERICA	01/15/2016	VEDA Dues	250.00
			ACCOUNT TOTAL	250.00 *
			MAJOR TOTAL	312.73 **
			FUND TOTAL	57,515.51

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FUND # - 103 JAIL PHONE COMMISSION FUND

MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
033100	JAIL PHONE COMMISSION FUND				
6014		INMATE SUPPLIES			
	4097	BANK OF AMERICA	01/15/2016	1 INMATE LUNCH	3.99
	4097	BANK OF AMERICA	01/15/2016	1 INMATE LUNCH	3.91

4097	BANK OF AMERICA	01/15/2016	1	INMATE LUNCH	4.14
4097	BANK OF AMERICA	01/15/2016	2	INMATE LUNCHESES	8.58
4097	BANK OF AMERICA	01/15/2016	1	INMATE LUNCH	4.29
4097	BANK OF AMERICA	01/15/2016	2	INMATE LUNCHESES	7.98
4097	BANK OF AMERICA	01/15/2016	1	INMATE LUNCH	2.17
4097	BANK OF AMERICA	01/15/2016	1	INMATE LUNCH	4.38
4097	BANK OF AMERICA	01/15/2016	3	INMATE LUNCHESES	12.87
4097	BANK OF AMERICA	01/15/2016	1	INMATE LUNCH	4.29
4097	BANK OF AMERICA	01/15/2016	2	INMATE LUNCHESES	8.58
4097	BANK OF AMERICA	01/15/2016	2	INMATE LUNCHESES	8.28
4097	BANK OF AMERICA	01/15/2016	1	INMATE LUNCH	4.14
4097	BANK OF AMERICA	01/15/2016		WATER FOR INMATES	29.90
4097	BANK OF AMERICA	01/15/2016		WATER FOR INMATES	29.90

ACCOUNT TOTAL	137.40	*
MAJOR TOTAL	137.40	**
FUND TOTAL	137.40	

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FUND # - 211 COMMUNITY SERVICE FUND

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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
031900	TRIAD				
6002		FOOD SUPPLIES			
	4097	BANK OF AMERICA	01/15/2016	TRIAD FOOD	41.70

ACCOUNT TOTAL	41.70	*
MAJOR TOTAL	41.70	**
FUND TOTAL	41.70	

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FUND # - 228 FIRE/EMS GRANTS FUND

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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
032300	FOUR FOR LIFE	EXPENDITURES			
6012		BOOKS AND SUBSCRIPTIONS			
	4097	BANK OF AMERICA	01/15/2016	Training Books	569.22
	4097	BANK OF AMERICA	01/15/2016	Training Books	569.22

ACCOUNT TOTAL	1,138.44	*
MAJOR TOTAL	1,138.44	**
FUND TOTAL	1,138.44	

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COUNTY OF DINWIDDIE
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FUND # - 305 CAPITAL PROJECTS

MAJOR#	VENDOR	VENDOR
ACCT#	NUMBER	NAME
094100	COUNTY BUILDINGS	
8214		MCKENNEY RECREATION
	4097	BANK OF AMERICA

INV#

DESCRIPTION

AMOUNT

01/15/2016

Floor Mats for Mcken

589.05

ACCOUNT TOTAL	589.05 *
MAJOR TOTAL	589.05 **
FUND TOTAL	589.05
TOTAL DUE	59,422.10

Approved at meeting of
Signed

on

.

Title

Date

Title

Date

Title

Date

County of Dinwiddie Board of Supervisors

MINUTES

Regular Meeting – January 19, 2016, 3:00 PM
 Board Meeting Room, Pamplin Administration Building
 14016 Boydton Plank Road, Dinwiddie, Virginia

Supervisors Present:

Brenda Ebron-Bonner, *Chair* Election District 5
 Harrison A. Moody, *Vice Chair* Election District 1
 Dr. Mark E. Moore Election District 2
 William D. Chavis Election District 3
 Daniel D. Lee Election District 4

Administration Present:

W. Kevin Massengill, *County Administrator*
 Anne Howerton, *Deputy County Administrator,
 Finance and General Services*
 Tyler Southall, *County Attorney*

- 1. ROLL CALL**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. AMENDMENTS TO AGENDA**

Mr. Massengill, County Administrator, asked that Action Item D, PPEA Professional A&E Support Services Task Order, be added to the agenda.

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

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

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
 NAYS: None

5. CONSENT AGENDA

A. SUMMARY AND CLAIMS

CLAIMS	December 11, 2015	December 11, 2015	December 14, 2015	December 14, 2015	December 16, 2015	December 16, 2015	December 31, 2015	January 6, 2016	January 6, 2016	January 7, 2016	TOTALS
	1097542	1097543-1097631	1097632-1097633	1097634-1097663	1097664-1097718	1097719-1097726	1097727-1097742 Payroll	1097743-1097780	1097781	1097782-1097815	
101 - General Fund	\$52,626.88	\$167,850.06	\$90.00	\$1,590.00	\$107,670.34	\$240.00	\$1,033,823.31	\$74,137.44	\$52,945.77	\$182,124.86	\$1,673,098.66
103 - Jail Commission	\$161.98								\$48.87		\$210.85
105 - Recreation											\$0.00
209 - Litter Grant Fund		\$30,571.06						\$5,600.00			\$36,171.06
210 - Economic Developmt	\$2,430.72										\$2,430.72
211-Community Service	\$105.72								\$600.00		\$705.72
219 - CSA											\$0.00
226 - Law Library					\$164.99						\$164.99
228 - Fire Programs & EMS		\$5.39			\$753.00			\$2,918.98	\$72.64		\$3,750.01
229 - Forfeited Asset Sharing Program								\$3,000.00			\$3,000.00
305 - Capital Projects Fund		\$7,493.20			\$85,500.00				\$23.34	\$1,411.98	\$94,428.52
401 - County Debt Service		\$20,108.23						\$19,417.00		\$35,145.29	\$74,670.52
402 - School Debt Service											\$0.00
724 - Abraham Scholarship											\$0.00
	\$55,325.30	\$226,027.94	\$90.00	\$1,590.00	\$194,088.33	\$240.00	\$1,033,823.31	\$105,073.42	\$53,690.62	\$218,682.13	\$1,888,631.05

B. MINUTES: DECEMBER 15, 2015 AND JANUARY 5, 2016

C. TOURISM ADVISORY COMMITTEE DISSOLUTION

Whereas, the Board of Supervisors formed by Resolution, the Advisory Committee for Advancing Tourism in Dinwiddie County, adopted August 20, 2013, to advise the Board of Supervisors ("Board") about ways to advance beneficial tourism in Dinwiddie County; and

Whereas, said committee is comprised of 15 members appointed by the Board to serve four year terms; and

Whereas, said committee has continued to meet and function as intended, but has been supplanted with numerous other individuals with a passion to further tourism in Dinwiddie County; and

Whereas, it is necessary to have the flexibility to continue to attract relevant participants to provide tourism suggestions to Dinwiddie County; and

Now, therefore, be it resolved that the Dinwiddie Tourism Committee is hereby dissolved and will be replaced with a Dinwiddie Tourism Committee that will report to the County Administrator, effectively immediately.

D. TOBACCO COMMISSION GRANT APPLICATION

MEMORANDUM

To: Board of Supervisors

From: Morgan Ingram, Economic Development Director

CC: W. Kevin Massengill, County Administrator
Tyler C. Southall, County Attorney
Tammie J. Collins, Deputy County Administrator Planning & Community Development
Anne Howerton, Deputy County Administrator Finance & General Services

Date: December 30, 2015

Subj: Tobacco Commission Grant Application

BACKGROUND

Dinwiddie County is a member locality of the Tobacco Region Revitalization Commission (TRRC). The mission of the TRRC is the promotion of economic growth and development in designated tobacco-dependent communities, using proceeds of the national tobacco settlement. Since 2002, the TRRC has been an instrumental partner in furthering the economic development efforts of Dinwiddie County. The TRRC Southside Economic Development (SSED) grant funds have been largely used for industrial site acquisition, infrastructure and road development, and site preparation. Member localities receive an annual allocation and Dinwiddie County’s current status is:

Total Southside Economic Development Dinwiddie Allocation:	\$1,225,704
Current Grant Request for Site SSED Grant Funds:	<u>\$1,200,000</u>
Dinwiddie SSED Fund Balance:	\$25,704

Staff is requesting authorization to apply for the TRRC to support an unannounced economic development project.

REQUESTED ACTION

Staff is asking for the Approval of the following Resolution.

RESOLUTION

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct County Staff to make application to the Virginia Tobacco Region Revitalization Commission for an amount not to exceed \$1,200,000 from the Dinwiddie County Southside Economic Development Allocation to support an unannounced economic development project.

BE IT FURTHER RESOLVED THAT any actions already taken in furtherance of this resolution are hereby ratified.

Upon motion of Mr. Chavis, seconded by Mr. Moody, the consent agenda was approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

6. REPORTS:

A. VIRGINIA DEPARTMENT OF TRANSPORTATION

Philip Frazer, Associate Engineer, Virginia Department of Transportation provided the below report to the Board.

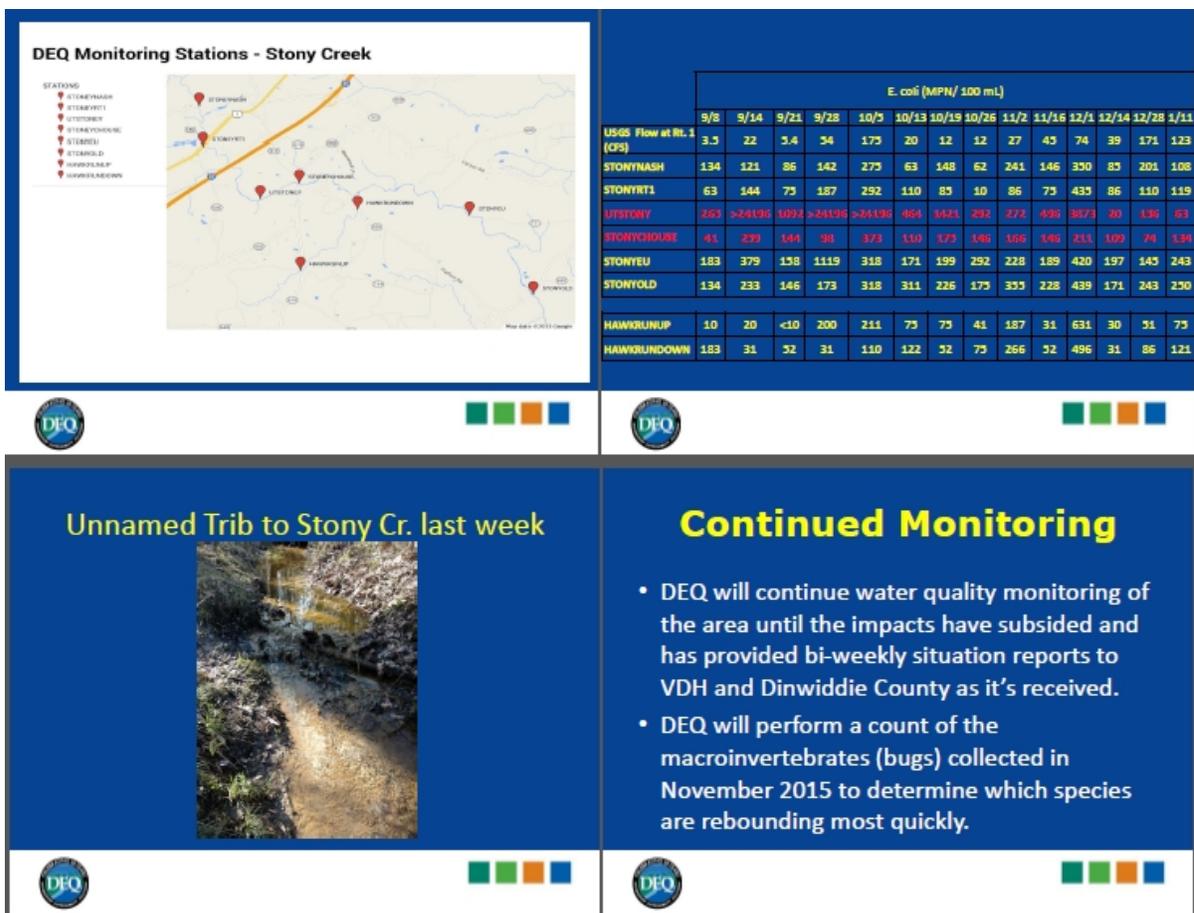
MAINTENANCE	Crystal Smith			
Dinwiddie Area Headquarters for the Month of December 2015				
<ul style="list-style-type: none"> • Performed debris cleanup and repaired signs from various primary and secondary roads. • Repaired pot holes on various primary and secondary roads. • Surfaced Treated various secondary roads. • Paved Route 609 (Old Stage Rd). • Mowed secondary roads. • Repaired pot holes on Route 1 & Route 40. • Cleaned driveway pipes and cross-drain pipes throughout the county. • Machined various roads throughout the county. • Performed maintenance on beaver dams along Routes 613 (Dabney Mill Rd.), 646 (Glebe Rd.), and 672 (Weakley Rd.). • Contractor cut trees along various routes throughout the county. • Cleaned ditches along various secondary roads. • Cut banks and behind guard rails along various secondary roads. • Machined shoulders along Route 1. 				
LAND DEVELOPMENT & PERMITS	Paul Hinson, P.E.			
Dinwiddie County				
Plans with outstanding comments or under review (Activity within last 90 days)				
<ul style="list-style-type: none"> • None 				
Plans approved				
<ul style="list-style-type: none"> • Dominion Virginia Power Locks Yard III – Site plan found acceptable for proposed switching yard in Dinwiddie County. 				
Other				
<ul style="list-style-type: none"> • Patton Commerce Park – Rezoning application submitted for approximately 95 acres to rezone from A-2 to M-1 near intersection of US 1 and US 460 (Airport Road). PC meeting scheduled for 1-13-16. Access from proposed industrial access road. 				
LUP Permits Issued and Completed				
Permit Number	Permittee	Dinwiddie County	Permit Issuance Date	Permit Completion Date
57835	Baylaur Construction, LLC	26	12-9-15	
57836	Bostic Real Estate Properties, LLC	26	12-11-15	
57838	Sandra B. Harrison	26	12-16-15	
57834	Slade and Sons Construction, LLC	26	12-10-15	
57844	Verizon Virginia, LLC	26	12-29-15	
51627	Charlotte Fairgrieve	26	10-9-08	12-9-15
57591	Branscome, Inc.	26	5-29-14	12-18-15
57757	Mid-Atlantic Broadband Communities	26	5-18-15	12-16-15
57781	Todd Williams	26	7-8-15	12-18-15
57803	Todd Williams	26	8-14-15	12-18-15
CONSTRUCTION	Ron Hobson, P.E.			
UPC 104466 / Order D39 /Project: (NFO) 0085-026-263, N501				
Contractor: Adams Construction Co.				
Name: I-85 SB Restore Existing Pavement				
CM: Smith				
Fixed Completion Date: 11-15-2017				
Description: On-going concrete patching with 2 crews. Main line paving to continue to approx. MM 46.				
UPC 89379 / Order G26 /Project: (NFO) 0226-026-573.B606, C501 (Dinwiddie)				
Contractor: Bryant Contracting				
Name: Rte. 226 Cox Rd Bridge over NSRR				
CM: Miller				
Fixed Completion Date: 8/1/16				
Description: Superstructure replacement and Substructure repairs				
Comments: Contractor has completed installing phase I pedestrian fence and bridge rail. Work is scheduled to complete phase I guardrail installation and paving. Project is currently on schedule to meet the fixed completion date.				
UPC 80993 / Order G95 /Project: (NFO) 0001-026-107.C501 (Dinwiddie)				
Contractor: Branscome				
Name: Rte. 226 and Rte. 1 Roundabout and intersection Improvements				
CM: Miller				
Fixed Completion Date: 10/14/16				
Description: Intersection Improvements at Rte. 1 and 226, and Round About at Rte. 200 and Rte. 226.				
Comments: Contractor is working on installing water line and storm drain. Contractor is currently on schedule.				
UPC 104484 / Order PM4D /Project: (NFO) PM4D-026-F15, P401 (Prince George and Dinwiddie)				
Contractor: Allan Myers- VA				
Name: Plant Mix Schedule				
CM: Bondurant				
Fixed Completion Date: 12-4-2015				
Description: Route 460 EBL at NS Railroad Bridge trenching and French Drain installation is complete. Pavement Marking and Guardrail scheduled for completion prior to Wednesday, November 25, 2015.				
UPC 106860 / Order 441 /Project: 9999-964-F15, P401				
Contractor: Slurry Pavers, Inc.				
Name: Latex Modified				
CM: Miller				
Fixed Completion Date: 12-4-2015				
Description: Paving and permanent pavement marking are in progress on various routes. Contract is currently on schedule.				

<p>TRAFFIC STUDIES/SPECIAL REQUESTS</p> <ul style="list-style-type: none"> Received request for speed limit reduction at 623, Sutherland Church Road. This request is currently under review. Received request for study at 650, Lew Jones Road. This request is under review. Received a request to review the locations of the newly posted speed reduction on Route 670, Duncan Road. This concern is under review. Received a request to review 708, Namozine Road at 460. Traffic Engineering is in the process of reviewing the intersection for possible improvements to the intersection. 	<p>Rob Villak</p>
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B. STONY CREEK UPDATE

Kyle Winter, PRO Deputy Regional Director, VPA Program Manager for the Virginia Department of Environmental Quality provided an update on Stony Creek through the presentation below.

<p>Status of Investigation into Stony Creek Pollution Incident</p> <p>Kyle Ivar Winter, P.E. Deputy Regional Director</p> <p>Department of Environmental Quality Piedmont Regional Office 4949 – A Cox Road Glen Allen, Virginia 23060</p>	<p>Topics to be Discussed</p> <ol style="list-style-type: none"> Summary of response in July/August 2015 Involvement of other state/federal agencies Known water quality impacts Further steps
	
	
<p>Background</p> <ul style="list-style-type: none"> In July 2015, complaint received by citizen who noted odor and discoloration of Stony Creek after extremely heavy rain event. After several other complaints were received, Dinwiddie County, DEQ and VDACS performed investigations. 	<p>Stony Creek 7/30/15</p> 
	
	
<p>Stony Creek July 2015, showing substantial bacterial growth</p> 	<p>Initial Response</p> <ul style="list-style-type: none"> Two sites were found to have stored large quantities of material that was determined to be wet stillage from the former Vireol ethanol synthesis plant in Hopewell. The first site, an animal feeding operation not permitted by DEQ, was investigated by VDACS and directed to cease the discharge. This site contributed to the impacts observed on Stony Creek. The second site was cited for multiple alleged violations of the Virginia Solid Waste Management Regulation and DEQ is currently negotiating an enforcement settlement. No impact to state waters was attributed to activities on this site.
	
<p>Next Steps</p> <ul style="list-style-type: none"> As part of a review of Vireol's records, DEQ became aware that the thin stillage was land-applied at several farms in Southside Virginia and has contacted the affected farmers to ascertain the nature of the land application activity. While the material was NOT certified by VDACS as a soil amendment, there was no discharge to state waters resulting from the land application and the farmers in question had ceased the practice before being contacted by DEQ. The transfer of wet stillage from Vireol to the various end-users is still under investigation. 	<p>Water Quality Impacts</p> <ul style="list-style-type: none"> Initial response from DGIF and USFWS indicated impacts to a 17-mile stretch of Stony Creek from the discharge point to the confluence with the Nottoway River. Invertebrate monitoring by DEQ staff in November 2015 showed some recovery of the stream, as fly larvae and other invertebrates drifted from upstream of the impacted area.
	



Unnamed Trib to Stony Cr. last week



Continued Monitoring

- DEQ will continue water quality monitoring of the area until the impacts have subsided and has provided bi-weekly situation reports to VDH and Dinwiddie County as it's received.
- DEQ will perform a count of the macroinvertebrates (bugs) collected in November 2015 to determine which species are rebounding most quickly.

7. ACTION ITEMS:

A. CONTRACT AWARD: THERMAL IMAGING CAMERAS

Nick Sheffield, Fire and EMS Coordinator, presented the following to the Board for their approval.

TO: The Board of Supervisors
FROM: Nick Sheffield
DATE: January 19, 2016
SUBJ: Contract Award – Thermal Imaging Cameras

BACKGROUND

The Division of Fire & EMS currently possesses 7 outdated Thermal Imaging Cameras which can be used in multiple firefighting scenarios. We would like to use our State Fire Programs revenues to purchase new cameras that will allow fire apparatus from all volunteer fire departments to carry advanced, standardized thermal imaging cameras, which will provide for more efficient rescue and firefighting operations. The outdated thermal imagers will be traded in for credit towards the new equipment per the contract.

CONTRACT NEGOTIATIONS

The cameras are available through cooperative procurement on the HGAC contract.

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize and direct the County Administrator to execute the attached contract for the purchase of thermal imaging cameras from Witmer Public Safety Group in the amount of \$76,615.00.

BE IT FURTHER RESOLVED that the items listed for trade-in shall be traded in pursuant to the aforementioned contracts.

CONTRACT

**DINWIDDIE COUNTY
THERMAL IMAGING CAMERAS**

The Agreement is made this 19th day of January 2016, by and between **Witmer Public Safety Group, Inc.**, of 104 Independence Way, Coatesville, PA 19320 (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 used cooperative procurement to purchase seven (7) Thermal Imaging Cameras for the fire engines; and

WHEREAS, Contractor submitted a quote for same, consistent with the County's needs; and

WHEREAS, Contractor was selected to provide thermal imaging cameras;

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.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) HGAC Contract Number EE08-15 including any addenda and (3) Contractor's quote dated December 21, 2015. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to deliver equipment within thirty (30) calendar days of receipt of Purchase Order.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than SEVENTY-SIX THOUSAND SIX HUNDRED FIFTEEN AND NO/100 DOLLARS (\$76,615.00) (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.
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:

<u>Notice to County shall be made to:</u>	<u>Notice to Contractor shall be made to:</u>
W. Kevin Massengill	Glenn Shaw
County Administrator	Witmer Public Safety Group, Inc.
P. O. Drawer 70	104 Independence Way
Dinwiddie, Virginia 23841	Coatesville, PA 19320
(804) 469-4500	(804) 240-2451
accounting@dinwiddieva.us	gshaw@wpsginc.com

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 Terms and Conditions.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. 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.

County of Dinwiddie, Virginia

Witmer Public Safety Group Inc.

By: _____
W. Kevin Massengill
County Administrator

By: _____
Title: _____

Attest: _____

Attest: _____

Approved as to form:

Department Approval:

Tyler Southall, County Attorney

Dennis Hale, Division Chief of Fire & EMS

GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

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Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
 4. Automobile Liability - \$1,000,000 per occurrence.
 5. Professional Liability - \$1,000,000 per occurrence.
 6. Umbrella Liability - \$1,000,000 per occurrence.
- E. Drug-Free Workplace:**
During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Payment:

- (1) To Prime Contractor(s):
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices

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shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).

(2) **To Subcontractor(s):**

- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

H. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

I. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

Upon motion of Mr. Moody, seconded by Dr. Moore, the contract was approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

B. CONTRACT AWARD: COUNTY BUILDINGS DEMOLITION

Anne Howerton, Deputy County Administrator, Finance and General Services, presented the following to the Board for their approval.

TO: The Board of Supervisors
FROM: Anne Howerton
DATE: January 19, 2016
SUBJ: County Buildings Demolition Contract Award

BACKGROUND

The following three County buildings have been determined to be environmentally unsafe and identified for demolition. The Bank Building was built around 1970 and has been abandoned since April 2006. The property was purchased by the County in 2003 to provide extra parking for the Historic Courthouse. The Social Services Building was built around 1953 and has been abandoned since January 2014. The Health Department Building was built in 1951 and been abandoned since June 2012. These buildings also require asbestos abatement prior to demolition. Additionally, the Bank Building will require site restoration, while the other two sites will be incorporated into the new County Government Complex project.

CONTRACT NEGOTIATIONS

We released an IFB for asbestos abatement and demolition services on December 3, 2015. A pre-bid conference which included visiting all sites was attended by 16 vendors, and eight of those vendors responded to the IFB on December 22, 2015. The bid prices ranged from \$172,296 to \$637,100, with the lowest responsive and responsible bidder being Southern Environmental Services, Inc. This company has been involved with several municipal asbestos abatement and demolition projects, and is located in Richmond, VA. Under the terms and conditions of the IFB, work is to begin within ten days after receipt of the County's Notice to Proceed and is to be completed within 90 days thereafter. 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.

RESOLUTION

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute a contract, with such changes substantive or otherwise as may be approved by the County Administrator, for the three municipal buildings asbestos abatement and demolition with Southern Environmental Services, Inc. in an amount not to exceed \$172,296.

CONTRACT

DINWIDDIE COUNTY
ASBESTOS ABATEMENT AND DEMOLITION OF THREE BUILDINGS

The Agreement is made this 19th day of January 2016 by and between **Southern Environmental Services, Inc.**, of 2050 West Moore Street, Richmond, VA 23220 (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 asbestos abatement and demolition of three buildings; 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 for asbestos abatement and demolition of three buildings, according to the specifications in the Invitation for Bids;

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.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Invitation for Bids # 15-120315 including any addenda and (3) Contractor's bid dated December 22, 2015. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
- 2. Time of Performance.** Contractor agrees to begin construction within ten (10) calendar days of receipt of County's Written Notice to Proceed, with all asbestos abatement and demolition to be completed no later than ninety (90) days after issuance of Notice to Proceed.
- 3. Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than ONE HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$172,296.00) (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.
- 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: Notice to Contractor shall be made to:
W. Kevin Massengill David Chandler

County Administrator P. O. Drawer 70 Dinwiddie, Virginia 23841 (804) 469-4500 accounting@dinwiddieva.us	Southern Environmental Services, Inc. 2050 West Moore Street Richmond, Virginia 23220 (804) 257-7900 dhandler@southernenv.com
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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 Invitations for Bids documents.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. 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.

County of Dinwiddie, Virginia	Southern Environmental Services, Inc.
By: _____ W. Kevin Massengill County Administrator	By: _____ Title: _____
Attest: _____	Attest: _____

Approved as to form:

William Hefty, Legal Counsel

Upon motion of Dr. Moore, seconded by Mr. Lee, the contract was approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

C. CONTRACT CHANGE ORDER: FORD MANNED CONVENIENCE CENTER SITE WORK

Anne Howerton, Deputy County Administrator, Finance and General Services, presented the following to the Board for their approval.

TO: The Board of Supervisors
FROM: Anne Howerton
DATE: January 19, 2016
SUBJ: Contract Change Order – Ford Manned Convenience Center Sitework

BACKGROUND

Dinwiddie County is in the process of converting from roadside dumpsters to a system of manned convenience centers for the collection of household waste and recyclables in an effort to control waste management costs and improve efficiency. The Board of Supervisors has provided funding in the Capital Improvements Plan (CIP) budgets in FY 2006, 2007, 2009, and 2011. To date, six centers have been completed, and the land for the seventh center on Claystreet Road in Ford was purchased in January, 2015. A site plan has been prepared and approved, and land clearing and commercial entrance construction is in progress through a contract with Townsend & Son Bulldozing Service. However, during site construction, the contractor encountered unsuitable soils that must be undercut and backfilled in order to properly compact the site – the need for this change order was also validated by an environmental engineering firm. The original contract price was \$45,276, and the amount of the change order will be \$12,116. Since the change order is greater than 25% of the original cost and will also cause the contract to exceed \$50,000, Board approval is needed.

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

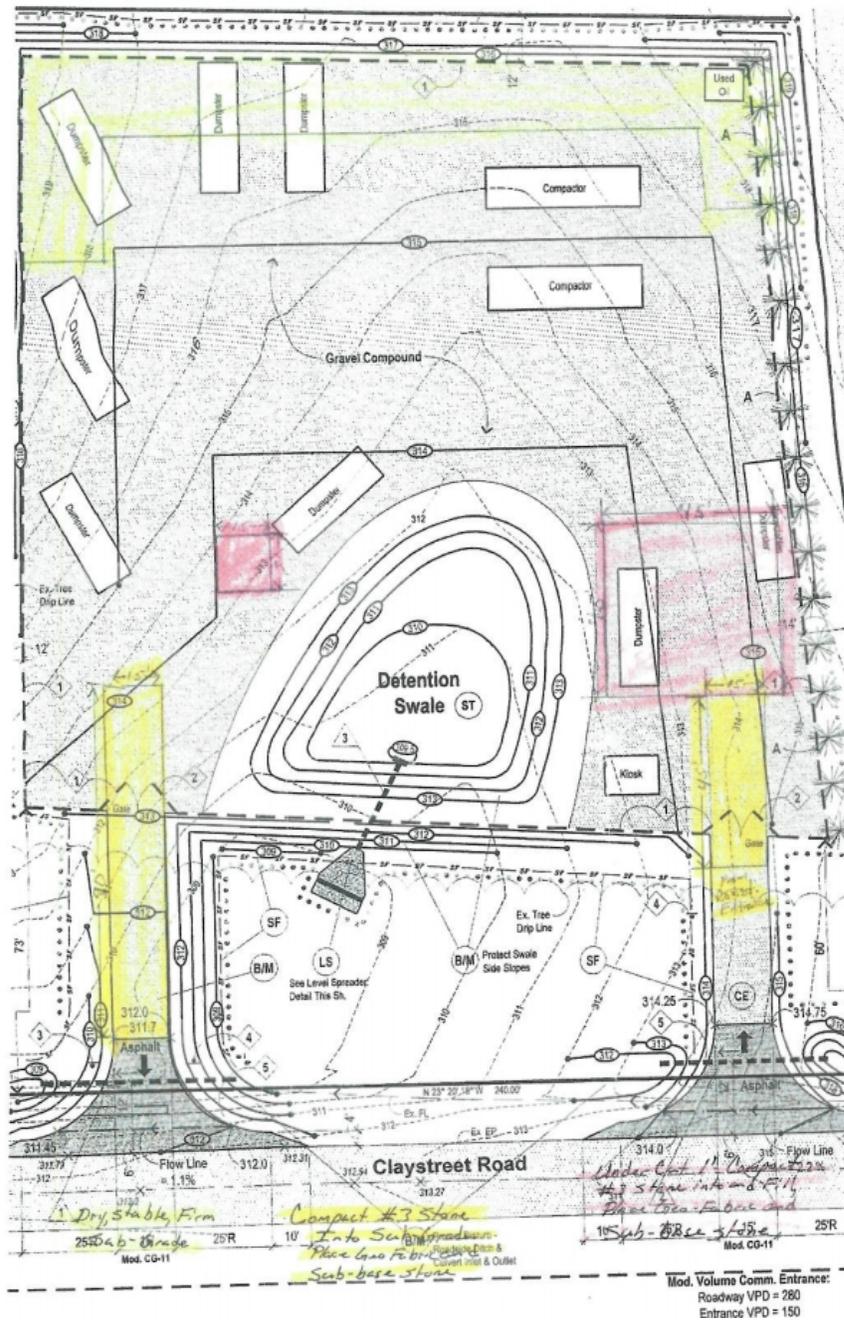
BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached change order to the original contract with Townsend & Sons Bulldozing LLC dated September 28, 2015 for site preparation and commercial entrances at the Claystreet Road manned convenience center.

DAILY FIELD LOG

DATE:	PROJECT NAME:	GS PROJECT #	WEATHER:					
Dec. 16, 2015	Ford Convenience Station	2015-561	Clear					
GENERAL CONTRACTOR/DEVELOPER:		SUBCONTRACTOR:						
EQUIPMENT ONSITE:		MANPOWER:						
COMPACTION TESTING RESULTS								
TEST	DEPTH	ELEV STATION	DRY DENSITY	% MOISTURE	OPT MOISTURE	MAX DD	% COMP.	PASS/FAIL
TECHNICIAN: T. Harbison		BS=BACKSCATTER; Densities in lbs./cubic ft						
				*Testing completed in accordance with ASTM D-6938-08				

TIME ONSITE: 8:00 – 9:30

NOTES: Geo Solutions arrived on-site, as requested, to observe and review sub-grade of entrance, travel lanes, and gravel compound areas. "Cut" material from the rear of the lot and from the detention swale was used as backfill across "fill" areas within the travel lanes and gravel compound areas. This material is comprised of an Elastic Silt (MH) with a high moisture content. Due to weak soil conditions and excessive moisture, minor to moderate pumping can be observed across most of the site. Both the entrance and exit travel lanes showed signs of minor to moderate movement. Due to these areas being high or constant traffic areas, our recommendation is to use two to three inches of VDOT #3 stone compacted into the sub-grade and geotextile fabric prior to placement of subbase stone. An area measuring about 45' x 45' on the entrance side of the site and an area near the exit travel lane measuring 15' x 15' exhibit signs of moderate to major pumping and rutting. Due to a very weak soil with excessive moisture in these areas our recommendation is to undercut a minimum of 12" replace with VDOT #3 stone and place geotextile fabric prior to placement of subbase stone. These recommendations based on visual observations of the site. More site work may be required as equipment and travel on the gravel compound areas begin. See attached sketch for more details.



Upon motion of Mr. Moody, seconded by Dr. Moore, the contract was approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
 NAYS: None

D. PPEA PROFESSIONAL A&E SUPPORT SERVICES TASK ORDER

Anne Howerton, Deputy County Administrator, Finance and General Services, presented the following to the Board for their approval.

TO: The Board of Supervisors
FROM: Anne Howerton
DATE: January 19, 2016
SUBJ: PPEA Professional A&E Support Services Task Order

BACKGROUND

As we prepare for the Government Complex project, we would like to hire DJG Inc. to provide PPEA professional A&E support services for the project. DJG Inc. will basically represent the County's interests in the project, and the attached Scope of Work details the specifics of the assistance that DJG Inc. will provide to the County.

CONTRACT NEGOTIATIONS

DJG Inc. was selected through an RFP process in 2015 as an A&E term contract vendor and was then selected to provide support services for the Government Complex project based on their expertise and the County's experience with them on several previous projects. Per the Virginia Public Procurement Act, the fee for any single A&E task order cannot exceed \$100,000 and the sum of all task orders performed in an annual term cannot exceed \$500,000.

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby appropriate and amend the FY 2016 budgets as listed below:

Fund/Account Description	Revenue	Expenditure
General Fund – Transfer to CIP Fund		\$100,000
CIP Fund – Transfer from General Fund	\$100,000	
CIP Fund – Government Facilities Project		\$100,000

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 task order for A&E services with DJG Inc. in an amount not to exceed \$100,000.

Upon motion of Dr. Moore, seconded by Mr. Chavis, the task order was approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

8. CITIZEN COMMENTS

Mr. Ron Brooks discussed the Forty and Eight organization and their efforts to provide a first grade flag program in which each first grader will receive a United States flag as well as be educated on the history and handling of the flag.

Mr. Bobby Perkins thanked Mr. Winter for his efforts toward Stony Creek and discussed his love for fishing in Stony Creek and expressed his hopes that the crime not go unpunished.

Mr. Joe Crose represented the Southside Virginia Association of Realtors and detailed the organization to the Board. He shared that there is a newly-formed Legislative Affairs Committee and noted that Bobby Perkins is the representative for the area.

Mr. John Jones presented a petition and spoke in favor of zoning changes that would allow citizens to raise chickens in West Petersburg.

Mr. Aubrey Conn spoke in favor of citizen input in County decisions. He also spoke on the Sherriff's office's appointment practices. Finally, he requested help for the Piney Beach community.

Mr. J.W. Crumpler spoke in favor House Bill 587 which clarifies Virginia Code section 15.2-1812 to apply to all memorials, monuments, and markers, not just those erected since 1998. He asked that the Board lobby in support of this bill.

9. COUNTY ADMINISTRATOR COMMENTS

Mr. Massengill, County Administrator, addressed the citizens and acknowledged their comments. He then gave an update on projects within the County. He stated that basketball games have begun in the McKenney Gym. Next, Mr. Massengill stated that the paving project is complete at Eastside Enhancement Center and the lights will be functioning shortly.

Mr. Massengill addressed the numerous complaints about the condition of Airport Road. He shared that the Dinwiddie Airport has contracted with Amazon to store unused trucks on the open land at the end of the road. The condition of the road has been further deteriorated and a task order has been signed with Timmons to design the road from where state maintenance ends to just past the manned convenience

center. The expectation is that the road will be state maintained from route 460 to just past the manned site.

Mr. Massengill stated that the Ford manned site is moving forward. He updated the Board on the government complex explaining that the PPEA RFP will be out for 45 days and then the proposals will be evaluated by an architect, and a team chosen. He shared that the end goal is to meet the summer bond borrowing deadline.

10. BOARD MEMBER COMMENTS

Dr. Moore thanked Mr. Sheffield for his efforts with the thermal imaging contract and recognized the importance of that equipment in saving lives during a fire. He stated that he is looking forward to Government Day on February 11th. Dr. Moore expressed that he feels Airport Road cannot be fixed soon enough for he and Ms. Ebron-Bonner. He stated that inspections and proper maintenance of the bridge over I-85 and Route 460 is important. Dr. Moore shared that he attended a Veterans of Foreign Wars Meeting at Eastside Enhancement Center and pavement was done well. Finally, he stated that he and his family are looking forward to the upcoming snow.

Mr. Lee expressed his delight to be back. He addressed Mr. Perkins' comments and shared that he too has fond memories of fishing in Stony Creek. He conveyed that the County will continue to monitor the situation, and he hopes steps have been taken to make sure this doesn't happen again. Mr. Lee expressed his happiness that the McKenney Gym is in use. Finally, he congratulated Ms. Ebron-Bonner on becoming Chair and stated that he is looking forward to a successful 2016.

Mr. Moody commented on trash that is being strewn throughout the County and encouraged citizens to be less careless and cover their trash while transporting it. He then thanked Mr. Brooks for his efforts to promote patriotism through the first grade flag program. Finally, Mr. Moody expressed that he wants Stony Creek offenders to pay for what they did.

Ms. Ebron-Bonner acknowledged the speakers. She expressed her joy about the Eastside lighting and pavement. She also stated that she will be happy for the Airport Road issue to be resolved. Finally, she recognized Martin Luther King Day.

11. CLOSED SESSION

At 4:17 PM, upon the motion of Dr. Moore, seconded by Mr. Chavis,

The Board convened into closed a closed meeting under:

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

- **Prospective Business and Industry**

B. §2.2-3711 (A) (3) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body:

- **Acquisition of Specific Land for Economic Development**
- **Acquisition of specific land in connection with potential grant by nonprofit to beautify the County**

C. §2.2-3711 (A)(7) Consultation with Legal Counsel Employed or Retained by a Public Body:

- **Regarding specific legal matters requiring the provision of legal advice by such counsel.**

D. §2.2-3711 (A) (1) Personnel:

- **Appointments**
 - Dinwiddie County Airport and Industrial Authority
 - Crater Youth Care Commission
 - Social Services Advisory Board
 - Resource Conservation and Development Council

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

At 7:00 PM, upon motion of Dr. Moore, seconded by Mr. Moody, the Board reconvened into open session.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

CERTIFICATION

Whereas, this Board convened in a closed meeting under section

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

- **Prospective Business and Industry**

B. §2.2-3711 (A) (3) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body:

- **Acquisition of Specific Land for Economic Development**
- **Acquisition of specific land in connection with potential grant by nonprofit to beautify the County**

C. §2.2-3711 (A)(7) Consultation with Legal Counsel Employed or Retained by a Public Body:

- **Regarding specific legal matters requiring the provision of legal advice by such counsel.**

D. §2.2-3711 (A) (1) Personnel:

- **Appointments**

- Dinwiddie County Airport and Industrial Authority
- Crater Youth Care Commission
- Social Services Advisory Board
- Resource Conservation and Development Council

And whereas, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or of the matters identified in the motion 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. Chavis, seconded by Mr. Lee, the Certification Resolution was adopted.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner

NAYS: None

12. RECOGNITION OF THE RECIPIENTS OF THE 2015 COMMONWEALTH PUBLIC SAFETY MERITORIOUS SERVICE AWARD

Mr. Massengill stated that the “Commonwealth Public Safety Meritorious Service Award is awarded to an eligible Virginia public safety officer who distinguishes himself or herself in an action, which involves extraordinary heroism, clearly and beyond the call of duty, in the protection of life and property. The act or acts of heroism must be so notable and involve risk of life to the officer so extraordinary and of such magnitude, as to have set the officer apart from his or her peers. Clear and convincing proof of the performance of service must be documented.”

The Board recognized Jasen A. McClellan for receiving the Commonwealth Public Safety Meritorious Service Award for his pivotal role in protecting the public and safeguarding fellow public safety professionals, as well as Master Trooper Junius A. Walker, through expert coordination and coverage, thus fulfilling his public safety mission to serve and protect.

Next, the Board recognized Travis A. Stewart for receiving the Commonwealth Public Safety Meritorious Service Award for his initiative in the pursuit of justice and, without hesitation, fulfilling multiple roles and risking his own safety in an effort to aid his fellow first responders and a revered colleague Master Trooper Junius A. Walker.

Finally, the Board recognized Brock T. Tomlin for receiving the Commonwealth Public Safety Meritorious Service Award for, without hesitation, going above and beyond and risking his own life to aid Master Trooper Junius A. Walker, safeguard the immediate area from a deadly gunman, and protect the lives of his fellow colleagues during a dire situation.

13. RESOLUTION IN RECOGNITION OF VOLUNTEER SERVICE: CHARLES W. RIDEOUT

Dennis Hale, Division Chief, Fire and EMS, presented the following Resolution recognizing Mr. Charles Rideout’s volunteer service.

Resolution

of the BOARD OF SUPERVISORS of DINWIDDIE COUNTY, VIRGINIA

Charles W. Rideout

WHEREAS, Mr. Charles W. Rideout has served the citizens of Dinwiddie County as a member of the Old Hickory Volunteer Fire Department with steadfast devotion for over 37 years; and

WHEREAS, Mr. Rideout played an integral role in the formation of the Old Hickory Volunteer Fire Department in which he was elected as the first Assistant Chief in 1977 and subsequently elected as Chief in 1978, serving in that capacity until December 31, 2015; and

WHEREAS, Mr. Rideout's dedication to the citizens of Dinwiddie County was notably evident through his devoted response to calls for service, his loyal leadership as Chief, and his unwavering involvement on numerous committees including the Dinwiddie Fire and Rescue Association in which he served as vice-chair; and

WHEREAS, Mr. Rideout represents a family who has and continues to tirelessly dedicate their lives to firefighting and volunteerism, as his father and all three of his sons have willingly accepted the opportunity to volunteer and the Old Hickory Volunteer Fire Department will continue to benefit from the leadership of the Rideout family as Mr. Rideout's middle son has assumed the position of Chief.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors on this 19th day of January, 2016, desires to express their appreciation to Mr. Charles W. Rideout for his more than 37 years of loyal, dedicated service to the Old Hickory Volunteer Fire Department and the citizens of Dinwiddie County.

BE IT FURTHER RESOLVED, by the Board of Supervisors of Dinwiddie County, Virginia, that this resolution be presented to Mr. Charles W. Rideout and a copy spread upon the minutes of this meeting for eternity.

Upon motion of Dr. Moore, seconded by Mr. Chavis, the resolution was approved as presented.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

After the vote was taken, Chief Hale presented Mr. Rideout with a speaking trumpet, which was used for many years as a communication device by fire chiefs. It is now a tradition to present retiring fire chiefs with a speaking trumpet in honor of their service.

14. PUBLIC HEARINGS:

A. CASE P-16-1

Mark Bassett, Planning Director, presented the following for public hearing and Board approval.

Planning Commission Mtg. Summary Report

File #: P-16-1
Applicant: First Management Company, LLC
Rezoning Request: Agricultural, General, A-2 to Industrial, Limited, M-1
Property Location: South side of Boydton Plank Rd. (Route 1) across from the Hwy. 460 and Route 1 intersection
Tax Map Parcel Info: Portion of 21-100 & 21-102 (See Property Map part of Rezoning Application)
Property Size: Approximately 95.0 +/- acres
Magisterial District: Rohoic District
Planning Commission Mtg.: January 13, 2016; BOS Mtg. January 19, 2016

CASE OVERVIEW

The applicant, First Management Company, LLC, is requesting to rezone with proffers property containing approximately 95.0 +/- acres from A-2, Agricultural General to M-1, Industrial Limited. The M-1, Industrial Limited, zoning classification allows for certain industrial uses pursuant to the Zoning Ordinance allowed density. The property is located on the south side of Boydton Plank Rd. (Route 1) across from the Hwy. 460 and Route 1 intersection, and is further defined as a portion of Tax Map Parcel Nos. 21-100 and 21-102. As indicated in the Dinwiddie County Comprehensive Land Use Plan, the subject property is located within the Urban Area, which allows limited industrial uses for this general area.

ATTACHMENTS

Attachment A - Rezoning Application, Location Map, Conceptual Development Plan, and Statement of Proffers

LAND USE/ZONING ANALYSIS

The properties in the immediate area surrounding the subject land parcel include commercial uses to the north along Route 1, open space and forestal land which is part of the Pamplin Historical Park to the east, low density single-family residential land uses to the southeast and south, and open space and forestal land to the west. The property to the north along Route 1 is zoned B-2, Business General, and A-2, Agricultural General, with the property to the east, south and west being zoned A-2, Agricultural General.

A primary purpose of the Industrial, Limited, M-1, zoning district is to allow for certain industrial related uses to locate in areas adjacent to residentially zoned areas. As such, the proposed proffered use of the subject property limiting the use and structures to storage/warehousing, distribution and offices for the processing and packaging of consumer products such as food and grocery products, toiletries, soft goods or any other items sold in a retail setting and other associated uses such as parking to include related tractor and trailer unloading, loading, and storage is a compatible use for this low density residential area.

The subject property is located within the Urban Area as defined by the Comprehensive Land Use Plan. This portion of the Urban Area supports limited, light industrial development within this general area of the Route 1 and Hwy. 460 interchange. As previously discussed, the M-1 zoning district and subject proffered uses are compatible with the residential and commercial zoning districts as defined in the Zoning Ordinance.

In addition to the Zoning Ordinance requirements for development in the M-1 Zoning District, the applicant has proffered to maintain the existing vegetative buffers located within 50 feet of the perimeter of the property to provide a natural buffer and screening; maintain site lighting so as to not cast off onto the surrounding property or into the night sky; screen outdoor storage areas and loading areas; and to restrict access to Duncan Road and to restrict truck traffic from utilizing Blue Tartan Road.

OVERVIEW OF IMPACTS

School System, Public Safety, & Public Utilities Impacts

The proposed rezoning to M-1, Industrial, Limited, with proffers limits the permitted use of and structures located on the subject property to storage/warehousing, distribution and offices for the processing and packaging of consumer products such as food and grocery products, toiletries, soft goods or any other items sold in a retail setting and other associated uses such as parking to include related tractor and trailer unloading, loading, and storage which does not have a direct impact on the public school system and school system facilities. The potential impact on public safety will be minimal with the rezoning of the subject property with all proposed buildings having developed fire protections as required by the applicable Fire Code and Building Code. In addition as part of the rezoning, public utilities namely natural gas, public sanitary sewer and water are to be extended down Route 1 from Hofheimer Way to serve the subject property and property in this general area. The aforementioned sewer and water lines are proposed to be upgraded to 24-inch lines which will not only provide the necessary capacity for the subject development but also provide additional capacity to the other property along Route 1 and also surrounding property allowing for these properties to be developed in the future with the proper public infrastructure.

Transportation Impacts

The impacts on the existing transportation network are minimal with the trips generated by the proposed use to include 100 truck trips (enclosed tractor trailers) per day and the facility employee trips generated by an estimated 147 employees. The road system in this particular area, namely Route 1 and Hwy. 460, is adequate to handle the employee and truck traffic generated by the proposed use. Route 1 has a shared left and right hand center turn lane at the proposed entrance to the subject property. As part of the proposed development, an access road is proposed to serve the development which will have its entrance on Route 1. Employee and truck traffic are to only utilize the subject access road. As set forth in the rezoning proffer conditions, there is no employee or truck access to Duncan Road with the exception of emergency access which is allowed for public safety purposes only. Additionally, truck traffic is also restricted from accessing the subject property from Blue Tartan Road. All future transportation related improvements for the access road and within the Route 1 right-of-way and for the new access road will have to meet VDOT design and construction requirements and standards, as indicated in the proffer conditions. (Please see attached VDOT Land Use Amendment Comment Letter).

PROFFER STATEMENT

The applicant did submit proffers as part of the rezoning request (see Attachment A). The following proffer conditions address current property conditions, potential impacts on the subject property, and include the Route 1 and Route 460 Corridor Enhancement Study recommendations.

1. The use of the Property and all structures shall be limited to storage/warehousing, distribution and offices for the processing and packaging of consumer products such as food and grocery products, toiletries, soft goods or any other items sold in a retail setting and other associated uses such as parking to include related tractor and trailer unloading, loading and storage.
2. The Property will be developed in accordance with the Route 1 and Route 460 Corridor Enhancement Study Visitor Focus Area Roadway Section recommendations whereby the principal building(s) and all parking shall be setback a minimum of one hundred (100) feet from the centerline of the Route 1 right-of-way to accommodate the landscaping and multipurpose path/sidewalk.
3. Future development of the Property will comply with all Virginia Department of Transportation (VDOT) entrance design and construction requirements, including but not limited to driveway entrance alignments, turning lanes and tapers.
4. Truck traffic shall not utilize Blue Tartan Road for egress and ingress to the Property.
5. The Property shall be accessed from Duncan Road for emergency purposes only, and the Duncan Road access point shall be gated and locked with a Knox Box provided for Dinwiddie County Fire and EMS.
6. Site lighting for building security and the loading and parking areas shall be designed to cast inward and downward to the Property to minimize light overflow beyond the Property. The Planning Director or his or her designee shall approve the lighting/photometric plan for site lighting prior to installation.
7. All outdoor storage of product for resale or equipment shall be located in the rear and/or side yards and shall be screened from view from public rights-of-way. Such storage shall be enclosed by an opaque fence, evergreen trees, shrubs, or any combination thereof a minimum of six feet in height. The Planning Director or his or her designee shall approve the enclosure plan and all materials to be used prior to construction. This screening does not apply to vehicles in parking areas or semi-trailers kept on the warehouse premises.
8. Existing vegetative buffers located within 50 feet of the perimeter of the property shall be maintained to provide a natural buffer and screening, and any modification to the existing vegetative buffers shall be submitted to and approved by the Planning Director or his or her designee.

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 uses and additional proffer conditions is compatible with the surrounding zoning pattern.; and
2. The requested zoning classification with the proffered use limitation and additional proffer conditions conforms to the underlying uses outlined in the Urban Area in the Comprehensive Land Use Plan for this general area of the County.

PLANNING COMMISSION RECOMMENDATION

The following comments were made by the Planning Commission, Planning staff, the applicant's agent, Mr. Brian Mitchell, P.E., Townes Site Engineering, and citizens at the January 13, 2015 Planning Commission Public Hearing:

During the Public Hearing Mr. Leonard Ponder spoke against the rezoning based on the noise and visual impacts as well as the proximity to hi residence and property and also to Pamplin Historical Park. Mr. Ponder also stated that he did not believe the rezoning request for the Industrial Limited, I-1, District was compatible with the Comprehensive Land Use Plan and Route 1 and Route 460 Corridor Enhancement Study given that it allows for industrial uses which conflict with the historic nature and residential character of the surrounding area.

Mr. Bobby Bowman spoke about the rezoning request indicating that it did not fit in with what is proposed for this area under the Route 1 and Route 460 Corridor Enhancement Study, and he also stated that in the Planning Staff Report the Planning staff was misrepresenting sections of the aforementioned Corridor Enhancement Study and Comprehensive Plan.

Ms. Vanessa Scott spoke about her concerns with the unmarked gravesites that are located adjacent to the subject property on a portion of the property owned by the applicant and how the gravesites would be dealt with when the property is developed.

Following the Public Hearing comment portion of the meeting, Commissioner McCray asked Mr. Mitchell about concerns that Pamplin Historical Park had submitted in a letter as well as Mr. Ponder concerning the following: introducing tractor trailer traffic on Route 1 between I-85 exits 61 and 63 which Pamplin believes is a safety concern for their visitors; potential noise coming from the movements and loading and unloading of tractor trailers; as well as the visual effect that a warehouse/distribution facility would have on the Park. Mr. McCray stressed that a landscaped buffer may help to alleviate some of the concerns with noise, light and possible visual impacts of the building/facility. Mr. McCray also emphasized that the entrance on Route 1 is a concern with the tractor trailers accessing the site from an entrance close to the existing Route 1 and Route 460 intersection. Mr. Blaha also expressed concerns about the tractor trailer traffic entering and exiting the site at an entrance close to the existing signalized intersection at Route 1 and Route 460. Mr. Blaha indicated that he believed there should be every effort made to have the entrance to the subject property tie into Route 1 at the signalized intersection of Route 1 and Route 460. Mr. Blaha also expressed that in addition to a buffer there is a need to install a security fence around the perimeter of the entire property. Mr. McCray also emphasized that when the property is developed that the Route 1 and Route 460 Corridor Enhancement Study be complied with.

Mr. Mitchell addressed concerns with the noise and visual impacts explaining that the Pamplin visitors center is approximately 1,000 feet from the subject property line and that the conceptual plan indicates that the building would be an additional 500 feet away from the property line. He also added that in addition to the distance factor the Pamplin property is wooded with mature trees that would further buffer the Pamplin property from any noise or visual impacts. He also discussed the fact that the closest main portion of property being rezoned is setback approximately 500 feet from Route 1 which also allows for future commercial type development of the applicant's property along Route 1 which is in conformance with what is described in the Route 1 and Route 460 Corridor enhancement Study for this section of Route 1.

Following the comments made by Mr. Mitchell, Mr. Bassett reiterated to the Commission the fact that Planning staff believes that the rezoning request is in conformance with what is proposed for this general area in the Route 1 and Route 460 Corridor Enhancement Study and the Comprehensive Land Use Plan.

After this discussion, Mr. Prorise, the Chairman, asked for a motion and Mr. Blaha read the motion to approve the rezoning request with proffers as presented and Mr. Tucker seconded the motion with Mr. Hayes, Mr. Simmons, Mr. McCray, Mr. Cunningham, Mr. Blaha, and Mr. Tucker, and Dr. Prorise voting aye. The Planning Commission voted to recommend approval to the Board of Supervisors to rezone the subject property from A-2, Agricultural, General, to M-1, Industrial, Limited, with proffers as presented.

BOARD ACTION

Since this is a zoning matter, the standard statement regarding Board action on this zoning matter must be read. In order to assist, staff prepared the following statement:

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated 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, I move that rezoning, P-16-1, as presented be (approved, approved with proffers, or disapproved) by the Board of Supervisors.

**DINWIDDIE COUNTY PLANNING & ZONING DEPARTMENT
LAND USE AMENDMENT APPLICATION**



Dinwiddie County
Planning Department
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500 ext. 2117
(804) 469-5322 /fax

Rec'd MJB Case No.: P-16-1
Date Rec'd December 18, 2015 Fee Amount: _____
Time Rec'd _____ Receipt No: _____
Pre-Application Conference Date: Multiple
This application has been amended: YES NO
Reviewed by: MJB

Information must be typed or printed and completed in full.
Attach additional pages where necessary.

1) LAND USE INFORMATION	
(Circle): BOS / PC / BZA	New/Renewal Previous/Renewed Case#: <u>P-16-1</u>
Amend Previous Case: Y / N Land Use Taxation: Y / N	
Application Type: (Circle One): <input type="checkbox"/> Variance <input type="checkbox"/> Administrative Variance <input type="checkbox"/> Conditional Use Permit <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Street Vacation <input type="checkbox"/> Special Exception <input type="checkbox"/> Amendment	
Description of Request: _____	
Existing Zoning: <u>A-2</u>	Existing Acreage: <u>136.41 AC</u>
Proposed Zoning: <u>M-1</u>	Proposed Acreage: <u>95 +/- AC</u>
	Total Acreage: <u>95 +/- AC</u>
Water (Circle One): <u>Public</u> Well	
Sewer (Circle One): <u>Public</u> On-site Well and Septic	
Attached: (circle): <u>Miscellaneous Information/Master Plan/Textual Statement/Proffered Conditions</u>	
2) APPLICANT/AGENT INFORMATION	
Applicant(s): <u>First Management Company, L C</u> (804) 862-9889 Home/Cell# _____	
Address: <u>P. O. Box 1838 Petersburg, VA 23805</u> Work# <u>804-862-9889</u>	
Agent(s): <u>Brian Mitchell, Terrain Site Engineering</u> Home/Cell# <u>586-4239</u>	
Address: <u>9850 Lee Rd., Chesterfield, VA 23832</u> Work# <u>748-9011</u>	
<input checked="" type="checkbox"/> Property Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Other: _____	
3) PROPERTY OWNER INFORMATION	
Property Owner's Name and address (see note on last page): <u>First Management Company, L C</u>	Property Owner's Mailing Address (If this address is different from that listed in the Assessor's Office.): _____
Contact# <u>804-862-9889</u>	_____
Property Tax Parcel Number: <u>21-102 part of, 21-100 part of</u>	Phone# _____

4.) SUBJECT PARCEL INFORMATION

General Location of Project: The Parcel is located on the south side of Boydton Plank Road (Route 1) across from Hwy 460 and Route 1 intersection.

Tax Map # 21-102 (part of)
Subdivision Name: _____
Section: Block
Address: _____
Zoning: A-2 Acreage 91.77 AC
Existing Use: Vacant
Conditions: _____

Tax Map # 21-100 (part of)
Subdivision Name: _____
Section: Block
Address: _____
Zoning: A-2 Acreage: 44.71 AC
Existing Use: Vacant
Conditions: _____

Tax Map # _____
Subdivision Name: _____
Section: Block
Address: _____
Zoning: _____ Acreage _____
Existing Use: _____
Conditions: _____

Tax Map # _____
Subdivision Name: _____
Section: Block
Address: _____
Zoning: _____ Acreage: _____
Existing Use: _____
Conditions: _____

1. Explain fully the proposed use, type of development, operation program, reason for this request, etc.:

Rezoning the subject properties to M-1 to allow for light manufacturing and distribution/warehousing uses.

2. State how this request will not be materially detrimental to adjacent property, the surrounding neighborhood or county in general. Include, where applicable, information concerning: Use of public utilities; effect of request on public schools; effect on traffic, to include means of access to nearest public road; effect on existing and future area development; etc.:

The subject property will be developed under the Zoning Ordinance standards and more specifically the standards for M-1. All road, water and sewer system improvements will meet or exceed VDOT, County and Dinwiddie County Water Authority (DCWA) requirements, standards, and specifications.

3. List case numbers and explain any existing use permit, special exception, conditional use or variance previously granted on the parcels in question:

N/A

4. If requesting a variance or special exception, explain the unique physical hardship or extraordinary situation that is justification for the request:

N/A

5. Complete names and address (including Zip codes) of all owners adjacent, across the road or highway from the property and across any railroad right-of-way, creek, river, from such property must be obtained by the applicant from the Commissioner of the Revenue, Pamplin Administration Building. If such property lies in another county or city, the respective jurisdiction will provide this information to the applicant. Applications with incomplete parcel information will not be accepted.

See Attached

- 6. The required fee must accompany this application. A fee schedule is available from the Planning Department, 14016 Boynton Plank Road, Pamplin Administration Building, Dinwiddie Virginia. Checks must be made payable to: "Treasurer, County of Dinwiddie".
- 7. Enclosed with the application, a copy of the appropriate county tax map with the property marked (provided at pre-application conference) and, if available, a surveyed plat of the entire parcel.
- 8. Enclose with this application any required plans or plats (plans must be folded).
- 9. I/We hereby certify that to the best of my/our knowledge all the above statements and the statements contained in any exhibits transmitted are true and that the adjacent property owners listed herewith are the owners of record as of the date of the application:

Date: Dec. 16th, 2015

SIGNATURE OF AGENT*

(Name of person other than, but acting for, the property owner and responsible for this application.)

AGENT'S NAME Brian Mitchell
(Typed or printed)

SIGNATURE OF APPLICANT**

(Same name as used in Item 2, Page 1)

APPLICANT'S NAME First Management Company LLC
(Typed or printed)

I authorize you, the merchant, to initiate an electronic debit to my account for the amount rendered on this check plus the legal limit returned check fee if the item is dishonored. The use of a check for payment is my acceptance of this policy. Signature _____

Notes: Incomplete application will not be accepted. Any request that requires plans must be accompanied by those plans at the time submission of the application.

*Agent must file power of attorney from the property owner(s) giving the agent authority to submit this application.

** If the applicant is not the owner of the property, the applicant must file power of attorney from the property owner(s) giving the applicant authority to submit this application.

**DINWIDDIE COUNTY PLANNING
&
ZONING DEPARTMENT
SPECIAL LIMITED POWER OF
ATTORNEY APPLICATION**



Planning Department – Post Office Drawer 70 – Dinwiddie, Virginia 23841
Phone (804) 469-4500 ext. 2117 Fax (804) 469-5322

Know all men by these presents: That I (We)

(Name): J. Dale Patton, First Management Company (Telephone): (804) 862-9889
(Address): P.O. Box 1838, Petersburg, VA 23805

The owner(s) of all those tracts or parcels of land ("Property") conveyed to me (us), by deed recorded in the Clerk's Office of the Circuit Court of the County of Dinwiddie, Virginia, by

Instrument No. _____, on Page _____, and is described as Tax Map Parcel #. 21-102 & 21-100 do hereby make, constitute and appoint

(Name): Brian Mitchell (Telephone): (804) 748-9011
(Address): Township Engineering, 7850 Lurie Rd, Charlottesville, VA 22932

To act as my true and lawful attorney-in-fact and in my (our) name, place and stead with full power and authority I (we) would have if acting personally to file planning applications for my (our) above described Property, to include (put a checkmark next to the appropriate action that applies(y):

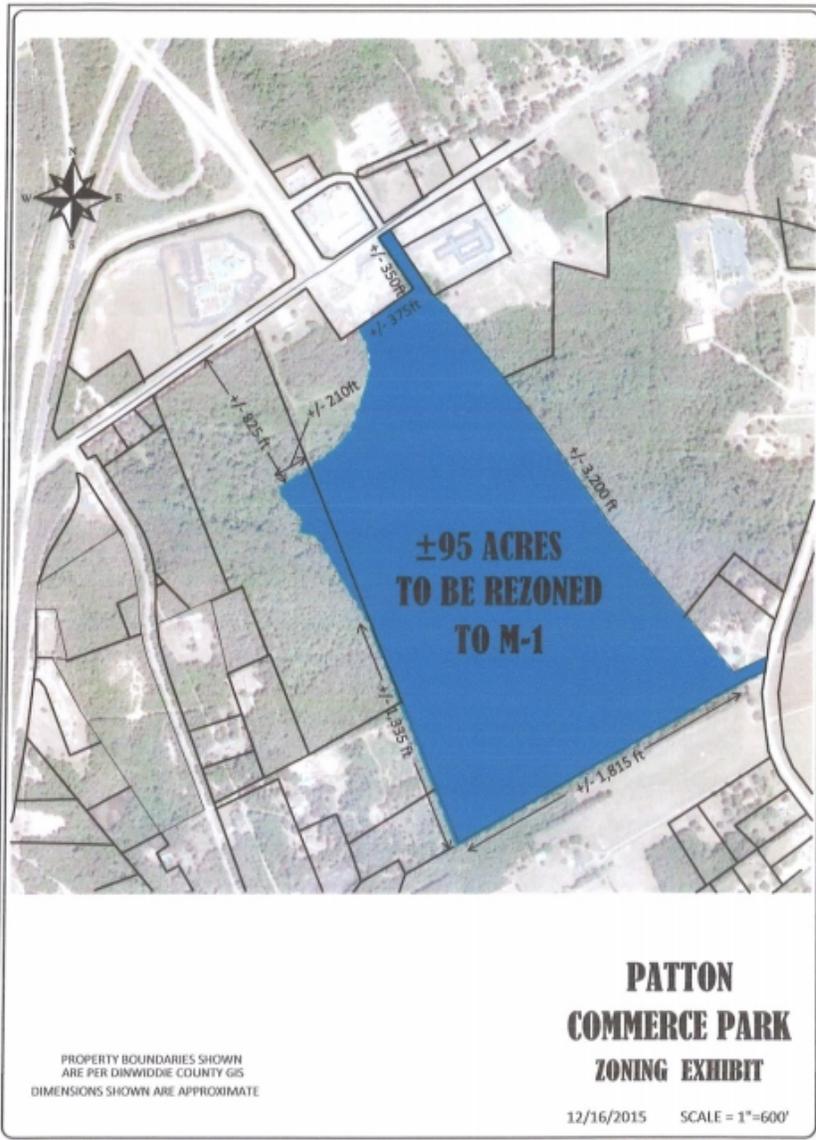
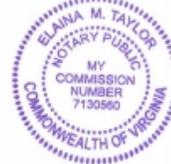
- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Rezoning Request (including proffers) | <input type="checkbox"/> Building Permit(s) | |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision Exception | <input type="checkbox"/> Landscape Plan |
| <input type="checkbox"/> Preliminary Subdivision Plat | <input type="checkbox"/> Site Plan of Development | <input type="checkbox"/> Lighting Plan |
| <input type="checkbox"/> Final Subdivision Plat | <input type="checkbox"/> Site Plan Modification | <input type="checkbox"/> Transfer of Approval |
| <input type="checkbox"/> Subdivision Construction Plans | <input type="checkbox"/> Variance Request | |

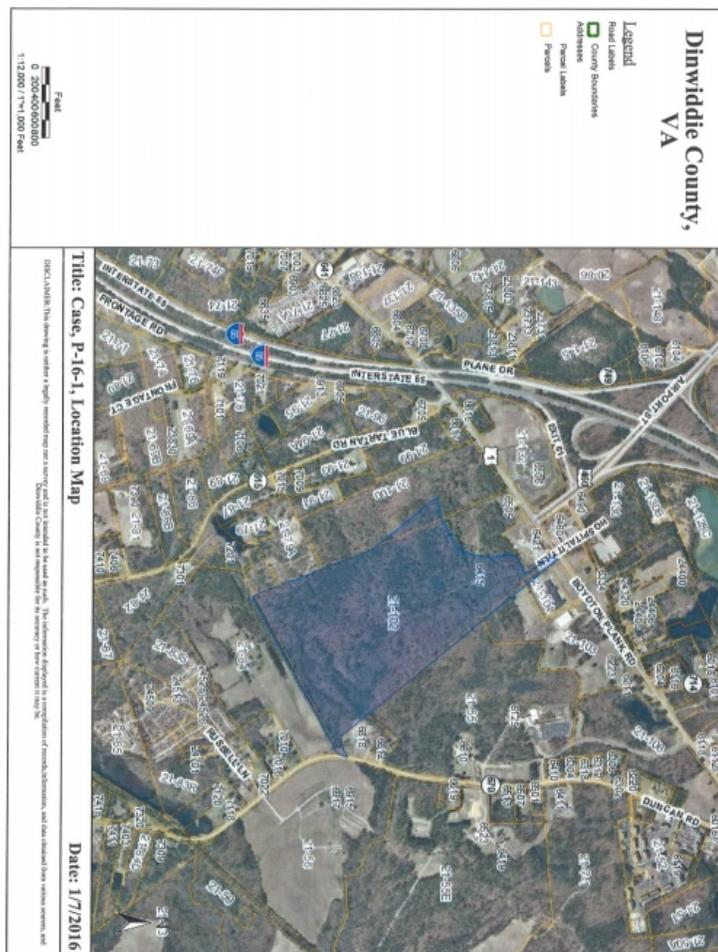
My attorney-in-fact shall have the authority to offer proffered conditions and to make amendments to previously approved proffered conditions except as follows:

This authorization shall expire one year from the day it is signed, or unto it is otherwise rescinded or modified in witness thereof, I (we) have here to set my (our) hand and seal this 5th day of JANUARY, 2016.

Signature(s) [Signature]
State of Virginia, City/County of Dinwiddie, To-wit:
I Elaina Taylor, a Notary Public in and for the jurisdiction aforesaid, certify that the person(s) who signed to the foregoing instrument and who is (are) known to me, personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 5th day of January, 2016.

My commission expires: 5/31/2019
Elaina M. Taylor
Notary Public #7130566





The following proffers are the amended proffers presented during the meeting which include:

“9. Along the southeastern boundary, adjacent to Tax parcel 21-84, the parking and building setback shall be increased to 75 feet from the perimeter of the property. In addition, a four foot high berm shall be constructed within the 75’ setback area to provide additional screening except in locations where the emergency access drive precludes the construction of the berm. A portion of the perimeter planting required to satisfy landscape ordinance requirements shall be planted upon the berm.”

PROFFERS

THESE PROFFERS are made this 21 day of December, 2015 by First Management Company, LLC, together with its successors and assigns, (the "Owner").

RECITALS

- A. Owner legally possesses the tracts or parcels of land located in Dinwiddie County, Virginia, (the "County") located on the south side of Boydton Plank Road ("Route 1") across from the intersection of Route 1 and Hwy. 460, North Dinwiddie, Virginia and being a part of Tax Parcel Nos. 21-100 & 21-102 containing approximately 95.0 acres as more fully shown on Exhibit A (the "Property").
- B. The Property is within the Urban Area on the County's Comprehensive Plan and is zoned Agricultural, General, A-2. An application has been made to rezone the Property from Agricultural, General, A-2 to Industrial, Limited, M-1.
- C. The Owner desires to offer to the County certain conditions on the development of the Property not generally applicable to land zoned Industrial, Limited, M-1.

NOW, THEREFORE, for and in consideration of the approval of the requested rezoning, and pursuant to Section 15.2-2298 of the Code of Virginia, 1950, as amended, and the County Zoning Ordinance, Owner agrees that it shall meet and comply with all of the following conditions in developing the Property. If the requested rezoning is not granted by the County, these proffers shall be null and void. The following proffered conditions are stated as follows:

Conditions

1. The use of the Property and all structures shall be limited to storage/warehousing, distribution and offices for the processing and packaging of consumer products such as food and grocery products, toiletries, soft goods or any other items sold in a retail setting and other associated uses such as parking to include related tractor and trailer unloading, loading and storage.
2. The Property will be developed in accordance with the Route 1 and Route 460 Corridor Enhancement Study Visitor Focus Area Roadway Section recommendations whereby the principal building(s) and all parking shall be setback a minimum of one hundred (100) feet from the centerline of the Route 1 right-of-way to accommodate the landscaping and multipurpose path/sidewalk.
3. Future development of the Property will comply with all Virginia Department of Transportation (VDOT) entrance design and construction requirements, including but not limited to driveway entrance alignments, turning lanes and tapers.
4. Truck traffic shall not utilize Blue Tartan Road for egress and ingress to the Property.
5. The Property shall be accessed from Duncan Road for emergency purposes only, and the Duncan Road access point shall be gated and locked with a Knox Box provided for Dinwiddie County Fire and EMS.
6. Site lighting for building security and the loading and parking areas shall be designed to cast inward and downward to the Property to minimize light overflow beyond the Property. The Planning Director or his or her designee shall approve the lighting/photometric plan for site lighting prior to installation.
7. All outdoor storage of product for resale or equipment shall be located in the rear and/or side yards and shall be screened from view from public rights-of-way. Such storage shall be enclosed by an opaque fence, evergreen trees, shrubs, or any combination thereof a minimum of six feet in height. The Planning Director or his or her designee shall approve the enclosure plan and all materials to be used prior to construction. This screening does not apply to vehicles in parking areas or semi-trailers kept on the warehouse premises.
8. Existing vegetative buffers located within 50 feet of the perimeter of the property shall be maintained to provide a natural buffer and screening, and any modification to the existing vegetative buffers shall be submitted to and approved by the Planning Director or his or her designee.

9. Along the Southeastern boundary adjacent to Tax parcel 21-84 the parking and building setback shall be increased to 75 feet from the perimeter of the property. In addition, a 4 foot high berm shall be constructed within the 75' setback area to provide additional screening except in locations where the emergency access drive precludes the construction of the berm. A portion of the perimeter plantings required to satisfy landscape ordinance requirements shall be planted upon the berm.

WITNESS the following signature:

First Management Company, L.C.

BY Brian Mitchell
Brian Mitchell, Attorney-In-Fact for J. Dale Patton,
Managing Member of First Management Company, L.C.

COMMONWEALTH OF VIRGINIA

County of Chesterfield, to-wit:

The foregoing was acknowledged this 19th day of January, 2016 by

Brian Mitchell, Attorney-in-fact for First Management Company, L.C.

My commission expires: 8/31/2017.

Tina L. Aldridge (SEAL)
Notary Public



Ms. Ebron Bonner opened the public hearing portion of the meeting.

Mr. A. Wilson Greene spoke of his concerns regarding noise, site, and traffic as it pertains to Pamplin Historical Park.

As there was no one else signed up to speak, Ms. Ebron-Bonner closed the public hearing portion of the meeting.

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

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2- 2286(A) (7) it is stated 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, I move that rezoning, P-16-1, as presented be approved with the amended proffers by the Board of Supervisors.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

15. **OLD/NEW BUSINESS**

A. **APPOINTMENTS**

Upon motion of Mr. Lee, seconded by Mr. Moody, Dr. Mark Moore was appointed to serve on the Dinwiddie Airport and Industrial Authority for a term expiring January 31, 2019.

AYES: Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None
ABSTAIN: Dr. Moore

Upon motion of Mr. Moody, seconded by Dr. Moore, Mr. Rennie Bridgman was reappointed to serve on the Crater Youth Care Commission for a term expiring February 21, 2020.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

Upon motion of Mr. Chavis, seconded by Mr. Lee, Ms. Sarah Farmer was elected to serve on the Social Services Advisory Board to fulfill an unexpired term ending March 31, 2016 as well as to serve a full term ending March 31, 2020.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

16. CITIZEN COMMENTS

Mrs. Brenda Abernathy expressed her delight in the recognitions of the recipients of the Commonwealth Public Safety Meritorious Service Award as well as the recognition of Mr. Rideout. She spoke regarding the conversation in the community regarding the formation of a police department in Dinwiddie County. She asked the Board for an open forum conversation in regards to the formation of a police department.

17. BOARD MEMBER COMMENTS

Ms. Ebron-Bonner thanked everyone in attendance.

18. ADJOURNMENT

Upon motion of Mr. Chavis, seconded by Mr. Lee, the meeting was adjourned at 8:37 PM.

AYES: Dr. Moore, Mr. Chavis, Mr. Lee, Mr. Moody, Ms. Ebron-Bonner
NAYS: None

Brenda Ebron-Bonner
Chair

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

/sbw

County of Dinwiddie Board of Supervisors

MINUTES

Workshop Meeting – February 2, 2016, 4:00 PM

Multi-Purpose Meeting Room, Pamplin Administration Building
14016 Boydton Plank Road, Dinwiddie, Virginia

Supervisors Present:

Brenda Ebron-Bonner, *Chair* Election District 5
Harrison A. Moody, *Vice Chair* Election District 1
Dr. Mark E. Moore Election District 2
William D. Chavis Election District 3
Daniel D. Lee Election District 4

Administration Present:

W. Kevin Massengill, *County Administrator*
Anne Howerton, *Deputy County Administrator,*
Finance and General Services
Tyler Southall, *County Attorney*

1. ROLL CALL

2. AMENDMENTS TO AGENDA

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the agenda was adopted as presented.

AYES: Mr. Chavis, Mr. Lee, Mr. Moody, Dr. Moore, Ms. Ebron-Bonner
NAYS: None

3. DINWIDDIE TRUST FUNDS END OF YEAR UPDATE

Mr. Gray Garland of Thompson, Siegel, and Walmsley LLC presented an update on the Evelyn Abrahams Scholarship Fund and Pamplin Social Services Trust Fund. He also gave an update on the market in general.

4. FY 2017 BUDGET DISCUSSION

Mr. Massengill, County Administrator, provided an update to the Board on the progress staff has made in the budget process. He also informed them that the joint meeting with the School Board will be held on March 8th at 5:00 PM.

5. ADJOURNMENT

Upon motion of Mr. Chavis, seconded by Mr. Lee, the meeting was adjourned at 4:31 PM.

AYES: Mr. Chavis, Mr. Lee, Mr. Moody, Dr. Moore, Ms. Ebron-Bonner
NAYS: None

Brenda Ebron-Bonner
Chair

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

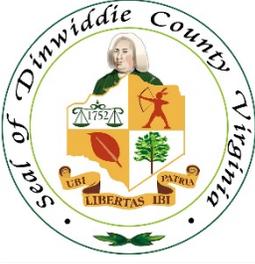
/sbw

DINWIDDIE COUNTY

February 16, 2016 – Monthly Report

MAINTENANCE				Crystal Smith
Dinwiddie Area Headquarters for the month of January 2016				
<ul style="list-style-type: none"> Performed debris cleanup and repaired signs along various primary and secondary roads. Repaired pot holes on various primary and secondary roads. Fixed sink hole on Route 627 (Courthouse Rd.). Trimmed for sight distance along Routes 626 (Flatfoot Rd.), 612 (Wilkinson Rd.), 650 (Lew Jones Rd.), and 651 (Mason Church Rd.). Cleaned driveway pipes and cross-drain pipes throughout the county. Machined various unpaved roads throughout the county. Performed maintenance on beaver dams along Routes 613 (Dabney Mill Rd.), 646 (Glebe Rd.), and 672 (Weakley Rd.). Cleaned ditches along various secondary roads. Performed snow and ice removal on primary and secondary roads. 				
LAND DEVELOPMENT & PERMITS				Paul Hinson, P.E.
<u>Dinwiddie County</u>				
Plans with outstanding comments or under review (Activity within last 90 days)				
<ul style="list-style-type: none"> None 				
Plans approved				
<ul style="list-style-type: none"> Star Factory Addition – Site plan application submitted on 1-21-16 for addition to existing building off of Airpark Road. No new entrances are proposed. VDOT found plan acceptable on 2-1-16. 				
Other				
<ul style="list-style-type: none"> Patton Commerce Park – Rezoning application submitted for approximately 95 acres to rezone from A-2 to M-1 near intersection of Routes 1 and 460 (Airport Rd.). Project has been approved by localities PC and BOS. Project included potential economic development access road. 				
LUP Permits Issued and Completed				
Permit Number	Permittee	Dinwiddie County	Permit Issuance Date	Permit Completion Date
57845	Verizon Virginia, LLC	26	1-8-16	
57846	Verizon South, Inc.	26	1-8-16	
57848	Jennifer and Eddie Grant	26	1-13-16	
57828	Dinwiddie Chamber of Commerce	26	11-10-15	1-9-16

CONSTRUCTION	Ron Hobson, P.E.
<u>UPC 104466 / Order D39 /Project: (NFO) 0085-026-263, N501</u>	
<p>Contractor: Adams Construction Co. Name: I-85 SB Restore Existing Pavement CM: Smith Fixed Completion Date: 11-15-2017 Description: On-going concrete patching with 2 crews. Main line paving to continue</p>	
<u>UPC 89379 / Order G26 /Project: (NFO) 0226-026-573,B606, C501 (Dinwiddie)</u>	
<p>Contractor: Bryant Contracting Name: Route 226 Cox Road Bridge over NSRR CM: Miller Fixed Completion Date: 8/1/16 Description: Superstructure replacement and Substructure repairs Comments: Phase I is complete. Contractor has completed demolition of the remaining existing superstructure. Contractor plans to complete remaining demolition over the next month.</p>	
<u>UPC 80993 / Order G95 /Project: (NFO) 0001-026-107,C501 (Dinwiddie)</u>	
<p>Contractor: Branscome Name: Route 226 and Route 1 Roundabout and Intersection Improvements CM: Miller Fixed Completion Date: 10/14/16 Description: Intersection improvements at Routes 1 and 226, and Roundabout at Routes 600 and 226. Comments: Contractor is working on installing water line, storm drain and to begin grading operations.</p>	
TRAFFIC STUDIES/SPECIAL REQUESTS	Mary Chorzempa
<ul style="list-style-type: none"> • Routes 460 (Cox Rd.) and 708 (Namozine Rd.) - Intersection Safety Review: Analysis complete, report sent, minor signing changes recommended to Residency. • Route 600 (Ferndale Rd.) - Speed Zone Study: Field data has been collected, office analysis is underway. Results are pending. 	



Dinwiddie County Information Technology

Norman Cohen, Director

14016 Boydton Plank Road

Dinwiddie, VA 23841

Phone: (804) 469-4500

Fax: (804) 469-4503

E-Mail: ncohen@dinwiddieva.us

TO: Dinwiddie County Board of Supervisors

FROM: Norman Cohen

DATE: February 16, 2016

SUBJECT: Fiber Optic Conduit and Cable Installation

BACKGROUND

As the Government Facilities project progresses, it is necessary to install a new fiber optic infrastructure to replace the public safety radio system's microwave transmitter located on the old Health Department building that is scheduled for demolition and to insure continuation of information technology operations at the county government complex. The fiber will create system redundancy at the government complex and connect the radio system to the antenna located at the Dinwiddie Volunteer Fire Station tower. Funding for the fiber installation will come from a transfer to the CIP fund from vacancy savings in the General Fund.

CONTRACT NEGOTIATIONS

We released an RFP for fiber optic conduit and cable installation on December 18, 2015. A pre-proposal conference was attended by 7 vendors, and four of those vendors responded to the RFP on January 29, 2016. The proposals were evaluated based on the criteria set out in the RFP, and two firms were interviewed with The Fishel Company selected as providing the best solution. This company has been involved with several municipal fiber optic projects, and is located in Richmond, VA. Under the terms and conditions of the RFP, work is to begin within ten days after receipt of the County's Notice to Proceed and is to be completed within 30 days thereafter. Further details on this procurement can be found on the County website at www.dinwiddieva.us, under the Purchasing tab.

REQUESTED ACTION

We are requesting approval of the following resolution.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the necessary documents to award a contract for fiber optic conduit and cable installation and any related work to The Fishel Company for an amount not to exceed \$68,894.



COUNTY OF DINWIDDIE

Division of Fire and EMS

DENNIS HALE
Division Chief

NICK SHEFFIELD
Fire Marshal

DAWN TITMUS
EMS Manager

13910 Courthouse Road
P.O. Drawer 70
Dinwiddie, Virginia 23841

Phone 804-469-5388
Fax 804-469-7663

www.dinwiddieva.us

DENICE CROWDER
Communications Director

CANDICE TOWNSEND
Program Support Specialist

Memorandum

TO: Dinwiddie County Board of Supervisors

FROM: Dawn M. Titmus, EMS Manager

DATE: February 9, 2016

RE: Monitor/Defibrillator Equipment Purchase

BACKGROUND

Almost a year ago, Dinwiddie County Division of Fire & EMS began a project to replace current monitor/defibrillators that are outdated in our system. These units have been classified as unable to be certified for medical use, or lacking the technology for the current standards for EMS services. To accomplish this task, the division has worked on the following:

1. Requested Board approval for funding for the purchase of 4 monitors in our current budget year 2015-16 in the amount of \$70,930; and,
2. Sought 50% funding from the Rescue Squad Assistance Fund grant program through the Virginia Office of Emergency Medical Services.

On January 1st, 2016, our department was awarded the 50% matching grant for the purchase of the monitor defibrillators.

These new monitors will be the start of a replacement project for the ambulances and first responder vehicles throughout the system. The X series monitors will be placed on the ambulances, the monitors that are on the ambulances will be replacing the current monitors on the first responder units. This allows for the newest technology to be utilized for patient transports and first responder vehicles will be given the current monitors on the ambulance. The oldest of the monitors from the first responder vehicles will be taken out of service or turned in to Zoll as part of a trade, per the contract, or used in training exercises for new personnel.

CONTRACT NEGOTIATIONS

Since the approval of the budget and the receipt of the grant the Division of Fire & EMS has evaluated our options for the purchase of these monitor/defibrillators. The decision that most benefits the EMS system is to purchase the new monitors from Zoll Medical Corporation. These monitors are the same brand of monitors that are in current use. For several reasons the Division is inclined to continue to use Zoll monitors. Therefore, a sole source request was made to the Director of Finance, which has been approved.

REQUESTED ACTION

Approval of the purchase of four (4) Zoll X Series monitors from Zoll Medical Corporation.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby authorize the County Administrator to execute the contract presented to the Board with such changes substantive or otherwise as he may approve, which approval shall be conclusively evidenced by his execution of the contract.

CONTRACT

DINWIDDIE COUNTY ZOLL EQUIPMENT

The Agreement is made this 16th day of February 2016, by and between **Zoll Medical Corporation**, of 269 Mill Road, Chelmsford, Massachusetts 01824-4105 (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 a quote for Zoll Monitor Defibrillators and accessories for use by Dinwiddie Fire & EMS; and

WHEREAS, Contractor submitted a quote, consistent with the County’s needs; and

WHEREAS, Contractor was selected as the Sole Source Provider; and

WHEREAS, County has selected Contractor to provide equipment;

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.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, and (2) Contractor’s quote dated January 21, 2016. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to deliver equipment within ninety (90) calendar days of receipt of County’s Written Purchase Order.
3. **Costs.** Contractor agrees to provide all equipment pursuant to this Contract for a sum no greater than ONE HUNDRED THIRTY-FOUR THOUSAND TWO HUNDRED NINETY-THREE AND 04/100 DOLLARS (\$134,293.04) minus equipment trade-in of FOUR THOUSAND ONE HUNDRED SEVENTEEN AND 05/100 DOLLARS (\$4,117.05) **for a total of ONE HUNDRED THIRTY THOUSAND ONE HUNDRED SEVENTY-FIVE AND 99/100 DOLLARS (130,175.99) (the “Contract Price”)**. Trade-in value may vary based on condition of equipment. Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.
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
accounting@dinwiddieva.us

Notice to Contractor shall be made to:
Suzanne Freedman
Zoll Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
(800) 242-9150 x 9778
esales@zoll.com

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 Terms and Conditions.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. 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.

County of Dinwiddie, Virginia

Zoll Medical Corporation

By: _____
W. Kevin Massengill
County Administrator

By: _____
Title: _____

Attest: _____

Attest: _____

Approved as to form:

Department Approval:

Tyler Southall, County Attorney

Dennis Hale, Chief of Fire & EMS

GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

E. Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Payment:

- (1) To Prime Contractor(s):
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices

shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).

(2) To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

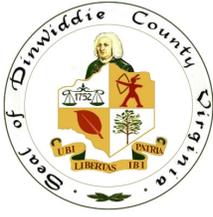
In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

H. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

I. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.



Dinwiddie County Attorney's Office
14016 Boydton Plank Road
Dinwiddie, VA 23841
Phone: (804) 469-4500
Fax: (804) 469-4503

To: Board of Supervisors of Dinwiddie County, Virginia

CC: W. Kevin Massengill, County Administrator
Anne Howerton, Deputy County Administrator for Finance and General Services
Gene Jones, Director of Public Works

From: Tyler Southall, County Attorney

Date: February 16, 2016

Subject: Lease and Sublease for Office Space in Annex of Historic Southside High School and Education Center

Background

In a report dated February 1, 2013, Baxter Bailey & Associates stated that the old Dinwiddie County Health Department Building was “not habitable” and that the old Dinwiddie County Social Services Building could “no longer meet habitable standards without major enhancements.” Since that time, the Dinwiddie County Social Services Department has been relocated to the Historic Southside High School and Education Center. Prior to that report, the Health Department was relocated to modular units behind the old Dinwiddie County Health Department Building. The County has been working towards constructing a new government center, which would include an office building for the Health Department and the Dinwiddie County Department of Social Services as well as the county administrative offices. A new public safety building is also envisioned.

Prior to construction of the new government center, the Health Department needs to be relocated from its current offices in the modular units, which are in the project footprint for the new government center. With the consent of Dinwiddie County Public Schools (“DCPS”) administration, the Commonwealth of Virginia, Department of General Services (“DGS”) and the Virginia Department of Health have been working with the County to move the Health Department to the annex of the Historic Southside High School and Education Center.

The County is negotiating a sublease with DGS, and in order to enter into that sublease, it needs to enter into a lease with the Dinwiddie County School Board (the “School Board”). Included

with this memo is a resolution for the Board of Supervisors to approve such a lease and sublease, which are attached to this memo as **Appendix A** and **Appendix B**, respectively.

Some key points on the arrangement are below:

- The initial term of the lease, which is subject to extension, ends April 30, 2019, although it may be terminated prior to that in the event that the new government center is completed.
- The County would make payments to the School Board in the amount of money that the County receives from DGS. This amount is expected to be \$1,362.03 per month, although the payments will not start until after the Health Department moves in. Thus, payments should be expected until June, assuming the Health Department moves in during May.
- Pursuant to Section 6, the County may make alterations to the annex. The County will take responsibility for snow removal and making certain alterations for the annex to be used by the Health Department. These obligations will be outlined in the sublease between DGS and the County.
- Pursuant to Sections 7 and 10, as well as Exhibit D, the School Board has the responsibility to provide certain utilities and services, including janitorial services. The School Board also has the responsibility to keep the building insured.

Resolution

For your consideration, below please find a resolution that would authorize Mr. Massengill to enter into the lease and sublease with such changes as he may approve:

WHEREAS, the Board of Supervisors of Dinwiddie County, Virginia is desirous of leasing office space from the Dinwiddie County School Board as set forth in the lease attached as **Appendix A** (the "Lease"), and subleasing such office space to the Commonwealth of Virginia, Department of General Services as set forth in the sublease attached as **Appendix B** (the "Sublease").

NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Virginia Code Section 15.2-1800, the Board does hereby authorize and direct the County Administrator to execute the Lease and Sublease with such changes substantive or otherwise as the County Administrator may approve, which approval shall be conclusively evidenced by the County Administrator's execution of the Lease and Sublease.

BE IT FURTHER RESOLVED that the County Administrator be authorized to take any other actions that may be necessary to carry out the intent of this resolution.

Appendix A

Lease

This LEASE (the "Lease") is dated the _____ day of _____, 20__, between the DINWIDDIE COUNTY SCHOOL BOARD, a political subdivision of the Commonwealth of Virginia, as Grantor ("Lessor"), and the COUNTY OF DINWIDDIE, VIRGINIA, as Grantee ("Lessee").

WITNESSETH

WHEREAS, Lessor and Lessee desire to enter into a lease as set forth herein for premises described herein and identified as the Dinwiddie County Historic Southside HS Education Center, 12318 Boydton Plank Road, Dinwiddie, Virginia 23841 located in Dinwiddie, Virginia containing approximately 7,309 square feet.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

1. **LEASED PREMISES.** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Lessor leases to Lessee the following property (the "Premises"), together with full rights of ingress and egress, in the County of Dinwiddie, Virginia. The Premises are more particularly described as:

Approximately 7,309 rentable square feet of the Annex shown in Exhibit A-2 of the Dinwiddie County Historic Southside HS Education Center, 12318 Boydton Plank Road, Dinwiddie, Virginia 23841 (the "Building"), along with the non-exclusive use of 25 parking spaces in the parking lot adjacent to the Building

A site plan of the Education Center is attached hereto as **Exhibit A-1**. A sketch of the floor plan of the Premises is attached hereto as **Exhibit A-2**.

Lessor warrants that Lessor alone, at the time this Lease is executed, has the right to lease the Premises, without the consent of any other party. It is expressly understood and agreed that this covenant by Lessor constitutes a warrant. If Lessor does not have this right, then Lessee, in addition to any other remedy available at law or in equity, may immediately declare this Lease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Lease, or for any part of the term.

2. **USE OF LEASED PREMISES.**

(a) Sublease. The Lessee may enter into a sublease (the "Sublease") of the Premises to the Department of General Services (the "Sublessee"), through its Division of Real Estate Services, which is responsible for the leasing of space for the use of agencies of the Commonwealth of Virginia. The Department, as Sublessee herein, does not contemplate that it will occupy the Premises itself, but rather that the Premises will be used by one or more agencies of the Commonwealth of Virginia as designated by Sublessee (herein, "Occupant" or, collectively, "Occupants"), and that such designation may change over the Initial Term or any extension thereto. No such designation shall be deemed a further subletting or assignment of this Lease and Sublessee shall remain the Sublessee hereunder. Lessor acknowledges that no such designation or occupancy creates any contractual relationship between Lessor and an Occupant. Sublessee and Occupant(s) shall have the benefit of any rights of Lessee associated with this Lease. Each Occupant, with respect to its space, is authorized to deal directly with Lessor concerning routine maintenance and repairs, building access, entry of Lessor onto its Subleased Premises and similar matters; provided, however, that nothing herein prevents Sublessee from dealing directly with Landlord as to any such matters. The initial Occupant is the Virginia Department of Health ("Initial Occupant").

(b) Permitted Uses. The Premises shall be used as a medical clinic and general offices or for such purposes as the Occupant(s) may now or hereafter be empowered or authorized by law to use same, provided that such uses are consistent with the zoning regulations and ordinances applicable to the Building. Occupancy by the Initial Occupant is hereby approved by Lessor.

3. **TERM.** The initial term of this Lease (the "Initial Term") shall begin on the date that this Lease is signed (the "Commencement Date") and terminate on April 30, 2019 (the "Termination Date"), subject to the provisions of Section 6 of this Lease.

4. **RENT.**

- (a) Amount and Payment. Lessee shall pay Lessor (or ensure that the Lessor is paid by a third party) the sum of Sixteen Thousand Three Hundred Forty Four and 40/100 Dollars (\$16,344.40) as rent (the "Rent") for each year of the Initial Term which shall be paid in arrears, in monthly installments of One Thousand Three Hundred Sixty Two and 03/100 Dollars (\$1,362.03), on the 30th day of the subsequent month beginning on June 30, 2016, and each month thereafter in a manner mutually agreeable to the Lessee and Lessor in a manner mutually agreeable to the Lessee and Lessor. **Notwithstanding the foregoing, or any other provision of this Lease to the contrary, Lessee shall not be required to pay to Lessor any sum of money greater than that which Lessee receives from Sublessee pursuant to the Sublease. It is expected that no payments will be made on the Lease until at least June 2016 because of the time required to prepare the building for the Initial Occupant, and the Lease shall not be terminated by Lessor because of the failure of the Lessee to pay the Rent, unless the Rent has not been paid for a total of six months. Any payments pursuant to this Lease are further subject to future appropriation by the Board of Supervisors of Dinwiddie County, Virginia.**
- (b) Full Service. Except as otherwise provided in Section 9, all services are included in the Rent with no pass-throughs.
- (c) Cable Installation. Lessor will assist Lessee, as necessary, to provide and install all cabling and phone hookups in the premises.

5. **POSSESSION AND CONDITION OF LEASED PREMISES.**

- (a) Quiet Possession and Enjoyment. Lessor shall deliver quiet possession of the Premises to Lessee on the Commencement Date and shall provide quiet enjoyment of the Premises to Lessee during the Initial Term, and any renewals or extensions thereof.
- (b) Building and Occupancy Codes; Condition Suitable for Intended Use. On the Commencement Date, Lessor shall deliver the Premises to Lessee in good repair and in a condition suitable to the use for which it is to be subleased.
- (c) Landlord Entry. Lessor and its employees, agents, and contractors shall have the right to enter and pass through any part of the Premises, without prior notice, only in the case of an emergency and to provide routine janitorial services consistent with this Lease. If Lessor or its respective employees, agents or contractors, must enter the Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, the Lessor or its agent shall contact Tracy Bishop (Telephone #804-943-9395).

- (d) Asbestos. Lessor covenants that (i) the Premises and the Building are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (ii) any friable asbestos discovered in or on the Building or the Premises shall be promptly and properly removed by Lessor, at Lessor's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the asbestos was introduced into the Premises by Lessee, the cost of the removal thereof shall be Lessee's expense.

6. **SUBLESSEE IMPROVEMENTS.**

Lessee may, at Lessee's sole expense, perform and complete all work as specified in **Exhibit C**, except that the Lessor shall, at Lessor's sole expense, (i) provide and install the following a total of two exterior door swipe cards (including one already in place) at the employee and main entrances and (ii) maintain the existing exterior lighting on the Premises.

7. **MAINTENANCE.**

- (a) Condition at Commencement Date. Lessor warrants that on the Commencement Date, the Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order and free of termite or other pest infestation and damage.
- (b) Compliance with Laws. Lessor shall equip the Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Premises and the equipment upon the Premises, at Lessor's expense, as shall be necessary at any time during the Initial Term of this Lease, or any extension or renewal thereof, to comply with the provisions of federal, state and local laws and regulations pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to asbestos, carbon monoxide, polychlorinated biphenyls, ureaformaldehyde, lead paint, radon, petroleum product storage tanks, and freon, regardless of the effective date of law or regulation unless the Premises are grandfathered from such laws or regulations. This subsection shall not apply if the necessity for compliance with these laws arises from a grossly negligent or willful act of Sublessee or Occupant or their respective employees and Sublessee is liable for such acts under the Virginia Tort Claims Act, or the Commonwealth's Division of Risk Management consents that Sublessee is so liable.

- (c) Compliance with Technical Requirements; HVAC Specifications. It shall be the sole responsibility and obligation of Lessor, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to (i) properly maintain, repair and replace all the structural portions of the Premises, including foundation, sub-floor, structural walls and roof, as well as to keep the Premises and all equipment and non-trade fixtures in good working order and to perform any required repairs, replacement and maintenance, and (ii) keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order. All equipment and systems shall be maintained to provide reliable, energy efficient service, without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The HVAC System shall meet the following standards: (i) Must allow for temperature maintenance of 68 degrees F with a minimum of 20% relative humidity in winter, and 74 degrees F with maximum of 60% relative humidity in summer months; and (ii) Fresh air exchange rates and CO2 levels shall comply with ASHRAE Ventilation Standard 62 (2001). As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass.
- (d) Other Maintenance. All other necessary or required maintenance, repairs and replacements to the Premises and common areas shall be the sole responsibility and expense of Lessor. Lessor's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance. Lessor shall provide janitorial services to the Building five (5) days per week, exclusive of State holidays if the Occupant will not be open for business. Specifications for janitorial services are set out in **Exhibit D**. Janitorial services of a disruptive nature, such as washing/waxing floors, shall be performed after regular business hours.
- (e) Sublessee's Negligence or Willful Acts. Lessor shall not be obligated to make any repairs to the Premises due to damage caused by the grossly negligent or willful acts of Lessee, Sublessee, Occupants, or any of their respective agents, employees, or contractors.
- (f) Failure to Maintain. If Lessor fails to comply with any of its obligations under this Section 7 or fails to keep, repair and maintain the Premises and all plumbing, heating, air conditioning, electrical and mechanical devices, the roofing system, appliances and equipment of every kind or nature affixed to or serving the Premises in good repair, condition and working order as provided in this Section, then Lessee, at its option and upon not less than five (5) day written notice, may either immediately terminate this Lease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair and maintenance, at Lessor's expense. No termination shall be made under this Section if Lessor has physically commenced such repairs or is causing such

repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner. If Lessee elects to make, or cause to be made, such upkeep, repair and maintenance, Lessee may deduct the cost thus incurred from future Rent payments.

(g) Access. Sublessee shall have access to the Building 24 hours a day, 365 days a year.

8. **DAMAGE OR DESTRUCTION OF THE LEASED PREMISES.**

(a) Termination. If the Building or the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of either party, the Premises (and any Common Areas generally used by Lessee) are thereby rendered substantially untenable or unusable, and cannot be reasonably commercially rebuilt within one hundred twenty (120) days following the date of casualty, this Lease shall terminate, at the option of either party, effective on the date of the casualty, upon written notice to the other party, given within twenty (20) days following the casualty.

9. **ALTERATIONS BY LESSEE.** Lessee, at its sole cost and expense, may make alterations and additions to the Premises as Lessee deems proper with prior written consent of the Lessor, if and to the extent required by the terms of the Lease. Lessee shall not make any structural alterations of the roof, foundation or exterior walls without the prior written consent of Lessor. Sublessee, at its sole cost and expense, may install fixtures, partitions and make such other improvements as Sublessee may deem proper and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Sublessee shall remain in the name of Sublessee. Upon termination of this Sublease, Sublessee may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Subleased Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Sublessee at its expense. If Sublessee elects to abandon the improvements in place, it shall have no further responsibility for them or their removal.

10. **UTILITIES AND SERVICES; INSURANCE; TAXES.**

(a) Utilities and Services. Lessor shall provide, at Lessor's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial service and interior trash removal.

- (b) Insurance. Lessor shall keep the Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Premises and the Building. In addition, Lessor shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Premises, the common areas and facilities.

- 11. **CONDITION OF COMMON AREAS.** "Common Areas" shall mean all exterior areas of the property on which the Building is located, the exterior of the Building, all interior areas within the Building that are not leased or intended for lease to third parties, and all systems that service the Building (but excluding those portions of systems that service only portions of the Building that are leased or intended for lease to third parties). Lessor, at Lessor's sole expense, shall maintain in a good, clean and safe condition, all Common Areas to be used by Lessee in common with other tenants. If Lessor fails to maintain such areas or systems in a good, clean and safe condition, or to make all repairs and/or improvements after written notice, then Lessee may terminate this Lease or proceed to make repairs or improvements, on the same terms as provided in Section 7(f), except that no prior notice shall be required to make repairs in any event in which the condition in need of repair or maintenance creates an unreasonable risk of injury to person or property.

- 12. **ACCESSIBILITY BY PERSONS WITH DISABILITIES.**

- (a) In addition to any other requirements or covenants in this Lease, and at all times during the Term, option and any renewal terms, Lessor covenants that, as to the Premises, the common areas and the parking facilities of the Building, it has fully complied, or will comply, to the fullest extent required by law, with:
 - (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended (collectively, the "ADA"), and
 - (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the

physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the more restrictive of the two shall control. Lessor further covenants that, following the date of execution of this Lease, all alterations of the Premises and common areas, including parking facilities, shall be undertaken by Lessor in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

Lessee may discover that an element of the Premises, or the construction or design of the Premises, as well as the other facilities as noted above, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA. In such event, Lessee shall promptly notify Lessor in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance.

Should the Lessor fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance that the Lessee deems acceptable, or, alternatively, fail to convince the Lessee that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of the Lessor or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Lessee may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the rents or other sums then otherwise due Lessor under the terms of this Lease, option and any renewal terms, or may terminate this Lease by giving three months' written notice to Lessor.

- (b) Lessee's Trade Fixtures. The foregoing provisions of this Section, as applied to Lessor, shall not apply to trade fixtures used or installed by Lessee or Lessee's layout of such trade fixtures.

13. **DISCLOSURES; NON-WAIVER; APPROPRIATIONS.**

- (a) Sovereign Immunity. Lessor understands and acknowledges that, Lessee, Sublessee and Occupant(s) are agencies or political subdivisions of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth, Lessee, Sublessee and Occupant(s) are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No provision, covenant or agreement contained in this Lease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, Lessee, Sublessee or Occupant(s), from tort or other liability.

- (b) No Indemnification. Lessor understands and acknowledges that Lessor, Sublessee and Occupant(s) have not agreed to provide any indemnification or save harmless agreements running to Lessor.

- (c) Choice of Law. This Lease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia or the County of Dinwiddie as the venues for any action instituted pursuant to the terms of this Lease.

- (d) Dissolution or Restructuring of Occupant. Notwithstanding any other provision of this Lease, if an Occupant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Premises for its intended purpose and use, then Lessee shall have the right to withdraw from this Sublease such portion of the Premises then occupied by such Occupant (with a corresponding reduction in the Rent). In such event, Lessee will endeavor to give as much notice as is reasonably possible of the event triggering the reduction and the anticipated date by which such Occupant will completely vacate such portion of the Premises. If the Occupant is the sole Occupant of the Premises, then upon such event this Lease shall terminate. Nevertheless, if Sublessee, in its sole discretion, determines that another agency or institution of the Commonwealth has a need for the portion of the Premises used by such Occupant, Sublessee may designate such other agency or institution to use that portion of the Premises.

14. **INTENTIONALLY DELETED.**

15. **INTENTIONALLY DELETED.**

16. **INTENTIONALLY DELETED.**

17. **SIGNAGE.** Lessor shall allow Lessee to provide building signage listing the Occupant on the exterior of the Building as well as off-premises directional signage indicating the location of the health clinic to and on the Building pylon or Boydton Plank Road, or as otherwise requested by the Lessee.

18. **TERMINATION, RENEWAL, AND HOLDOVER.**

(a) Termination. Unless otherwise terminated herein, Lessee may elect to terminate this Lease and vacate the Premises at the end of the Initial Term upon providing a minimum of four (4) months' written notice to Lessor prior to the expiration of the Initial Term, or at any time during any Renewal Term (as defined below) upon providing a minimum of four (4) months' prior written notice to Lessor.

Unless otherwise terminated herein, Lessor may elect to terminate this Lease upon the expiration of the Initial Term.

(b) Renewal. This Lease shall automatically renew and continue from month to month ("Renewal Term") on the same and other terms and conditions as existed immediately prior to the commencement of the Renewal Term, if neither party has given a timely notice of termination as provided in (a) above.

(c) Holdover. If Lessee continues to occupy the Premises after the termination date specified in a proper notice to terminate as provided in (b) above ("Holdover"), such Holdover shall be deemed a tenancy from month-to-month upon the same terms and conditions, including any rent escalation, as existed immediately prior to the commencement of the Holdover. Either party may terminate such holdover upon providing a minimum of two (2) months' prior written notice to the other party.

(d) Condition of Premises. At the termination of this Lease, Lessee shall peaceably deliver the Premises in the same condition as originally accepted, except for damage by accident or fire, reasonable wear and tear, and subject to any provisions herein to make repairs and restoration.

- (e) Posting of Notice. After notice of termination has been properly given by either party, Lessor may elect to post a notice that the Premises are available for lease. Lessor may show the Premises to prospective Lessees only during Lessee's normal business hours, with prior notice to Lessee and in such a manner so as not to disturb Lessee's operations.

19. **NOTICES.**

- (a) To Lessee. All notices (except as provided in § 18(e)) to Lessee required or permitted under this Lease shall be given in any manner set out in subsection (c) of this Section, to Lessee addressed to:

Dinwiddie County Administrator
P.O. Drawer 70
Dinwiddie, VA 23841

With a copy to:

Dinwiddie County Attorney
P.O. Drawer 70
Dinwiddie, VA 23841

- (b) To Lessor. All notices to Lessor required or permitted under this Lease shall be given in any manner set out in subsection (c) of this Section, to Lessor addressed to:

Dinwiddie County School Board
Attn: Superintendent
P.O. Box 7
Dinwiddie, VA 23841

- (c) Manner of Delivery. Wherever a notice is required under this Lease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii)

delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.

- (d) Date of Delivery. Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused.
- (e) Change of Address. Each party to this Lease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in this Section.
- (f) Alternative Methods. Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed.

20. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Lease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Lessor and Lessee. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Lease, unless the amendment is in writing and executed by all parties to this Lease with the same formality as this Lease. No amendment or modification of any of the terms of this Lease shall be binding on Lessee unless in writing and executed by all parties to this Lease with the same formality as this Lease.

21. **DEFAULT.**

- (a) Permitted Termination. The termination of this Lease by Lessee pursuant to the provisions contained herein shall not be a default hereunder.
- (b) Breach; Rights; No Additional Obligations. If either party shall breach any provision of this Lease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Lessor shall not take possession of the Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the

extent that this Lease permits the non-breaching party to take certain actions as a result of a breach by the other party.

22. **INTENTIONALLY DELETED.**

23. **INTENTIONALLY DELETED.**

24. **ASSIGNMENT.** Lessee may not assign this lease, or sublet the Premises, without the written consent of Lessor, which consent shall not be unreasonably withheld or delayed, except that Lessee may assign this Lease to any other agency of the Commonwealth of Virginia without Lessor's consent, pursuant to the terms of Sections 2 and 13.

25. **HEADINGS.** The heading of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

26. **INTENTIONALLY DELETED.**

27. **ADDITIONAL PROVISIONS.** This Lease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this Lease:

- Exhibits:
- A-1. Education Center Site plan
 - A-2. Proposed Floor Plan
 - B. [Reserved]
 - C. Sublessor's Work
 - D. Janitorial Procedures

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Lease was acknowledged before me this ____ day of _____, 20__
by W. Kevin Massengill, acting in his capacity as County Administrator on behalf of the County of
Dinwiddie.

My commission expires: _____

Registration No. _____

Notary Public

EXHIBIT A-1

Education Center Site Plan

(Site Plan attached)



EXHIBIT A-2

Floor Plan of Premises

(Floor Plan attached)

EXHIBIT B

[Reserved]

EXHIBIT C

Work

Lessor may provide and install the following:

- All interior doors to receive push button coded door locks.
- Sufficient exterior lighting in the parking areas.
- Two (2) security cameras as indicated on Exhibit A-2 (employee and main entrances).
- Interior signage per Sublessee's requirement.
- Computer Closet to have vented door.
- Baby changing table located in "Female Restroom".
- Handicap ramp at main entrance into building.
- Stripe parking lot for at least fifteen (15) spaces for VDH clients at main entrance and ten (10) spaces for employees in rear of building.
- Rear parking lot to include two (2) handicap parking spaces near employee entrance.
- Existing lighting to remain in Premises.
- Both exam rooms to contain sinks.
- Vinyl/tile to remain – repair any damaged tiles.
- Wash and wax vinyl tile prior to occupancy.
- Paint entire Premises.
- Portable generator to service two (2) refrigerators (1 dorm size and 1 for vaccine refrigerator).
- Computer and duplex outlets as indicated on Exhibit A-2.

EXHIBIT D

Janitorial Procedures

Office Areas

Daily Service: Five nights per week, Monday through Friday except for holidays.

Floors:

- Carpets: Vacuumed and spot-cleaned
- Tile: Swept and/or mopped
- Rugs: Vacuumed and spot-cleaned

Restrooms:

- Toilet, sink, urinal: Cleaned and sanitized
- Waste receptacles: Emptied, re-lined and waste removed from facility
- Towel, tissue, soap and sanitary napkin dispensers: Cleaned and refilled
- Damp mop floors daily
- Clean baby changing tables

Receptacles:

- Waste receptacles: Emptied, re-lined and waste removed from facility
- Cigarette Urns: In approved smoking areas, urns will be emptied and cleaned.
- Paper Shredder: Emptied, re-lined and waste removed from facility

Interior:

- Office furniture and fixtures dusted
- Window sills, low ledges, moldings, and picture frames to be dusted and cleaned periodically
- Walls, baseboards, light switches, and handles to be dusted and cleaned periodically
- Blinds and vents dusted periodically

Glass:

- Entrance doors cleaned
- Partition glass cleaned of smudges, markings periodically

Elevators and Stairwells:

- Elevator cab cleaned, dusted, and polished
- Stairwells to be swept and/or mopped periodically

Client Waiting Room:

- Spot clean walls, switches, and doors if needed.
- Vacuum walk-off mats
- Clean sides of glass doors and/or partition glass
- Empty trash receptacles and pick up any trash that may have dropped on floor from clients.
- Spot clean client waiting room chairs

Clinical Areas

Clinical areas are defined as examination rooms, clinic interview rooms, patient bathrooms, laboratory rooms, and any other area designated as patient or laboratory testing areas designated by the local office.

Daily Service: Five nights per week, Monday through Friday except for holidays.

- Clean all counter tops, sinks, work surfaces, non-fabric chairs, toilets, and doorknobs at the end of each clinic day with Lysol, 1/10 bleach solution or equivalent product.
- Damp mop floors with Lysol, 1/10 bleach solution or equivalent product.
- Janitorial staff will remove all regular trash bags from receptacles and dispose of properly. Any spillage will be cleaned with Lysol, 1/10 bleach solution or equivalent product.
- Hard floor surfaces will be cleaned with Lysol or equivalent product.
- Walls, blinds, and curtains will be spot cleaned if visibly soiled.

Occupant shall perform all janitorial procedures related to the handling and disposal of hazardous waste, to include, but not limited to, the emptying of any red bag waste from respective receptacles and engaging services for proper disposal of hazardous waste.

Yearly Service – Office and Clinical Areas:

- Wash all interior and exterior windows and other glass surfaces
- Wipe all blinds with damp cloth
- Strip and refinish all vinyl tile
- Shampoo all carpets in office areas, corridors, lobbies, and other non-public areas

Appendix B

Sublease

This SUBLEASE (the "Sublease") is dated the _____ day of _____, 20__, between COUNTY OF DINWIDDIE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, as Grantor ("Sublessor"), and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF GENERAL SERVICES, as Grantee ("Sublessee"), with approval of the Governor pursuant to § 2.2-1149 of the Code of Virginia (1950), as amended.

WITNESSETH

WHEREAS, Sublessor is the lessee under a certain lease dated _____, (the "Master Lease") by and between Sublessor and the Dinwiddie County School Board, a political subdivision of the Commonwealth of Virginia (the "Master Lessor"), for premises described therein and identified as the Dinwiddie County Historic Southside HS Education Center, 12318 Boydton Plank Road, Dinwiddie, Virginia 23841 located in Dinwiddie, Virginia containing approximately 7,309 square feet (the "Master Premises"); and

WHEREAS, Sublessor desires to sublease to Sublessee the Master Premises, more particularly described below, and Sublessee desires to sublease the same upon the terms and conditions described in this Sublease.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, it is hereby agreed by and between the parties hereto as follows:

17. **SUBLEASED PREMISES.** For and in consideration of the terms, conditions, covenants, promises and agreements herein made, Sublessor subleases to Sublessee the following property (the "Subleased Premises"), together with full rights of ingress and egress, in the County of Dinwiddie, Virginia. The Subleased Premises are more particularly described as:

Approximately 7,309 rentable square feet of Annex shown in Exhibit A-2 of the Dinwiddie County Historic Southside HS Education Center, 12318 Boydton Plank Road, Dinwiddie, Virginia 23841 (the "Building"), along with the non-exclusive use of 25 parking spaces in the parking lot adjacent to the Building

A site plan of the Education Center is attached hereto as **Exhibit A-1**. A sketch of the floor plan of the Subleased Premises is attached hereto as **Exhibit A-2**.

Sublessor warrants that Sublessor alone, at the time this Sublease is executed, has the right to lease the Subleased Premises, without the consent of any other party, except the Master Lessor, whose consent has been given in Master Lease Section 2. It is expressly understood and agreed that this covenant by Sublessor constitutes a warrant. If Sublessor does not have this right, then Sublessee, in addition to any other remedy available at law or in equity, may immediately declare this Sublease null and void from its inception and of no force and effect, without notice. In such event, no rent shall accrue or be deemed to have accrued for the term of this Sublease, or for any part of the term.

18. **USE OF SUBLEASED PREMISES.**

- (a) Role of Department of General Services. The Department of General Services, through its Division of Real Estate Services, is responsible for the leasing of space for the use of agencies of the Commonwealth of Virginia. The Department, as Sublessee herein, does not contemplate that it will occupy the Subleased Premises itself, but rather that the Subleased Premises will be used by one or more agencies of the Commonwealth of Virginia as designated by Sublessee (herein, "Occupant" or, collectively, "Occupants"), and that such designation may change over the Initial Term or any extension thereto. No such designation shall be deemed a subletting or assignment of this Lease and Sublessee shall remain the Sublessee hereunder. Sublessor acknowledges that no such designation or occupancy creates any contractual relationship between Sublessor and an Occupant. Occupant(s) shall have the benefit of any rights of Sublessee associated with this Lease. Each Occupant, with respect to its space, is authorized to deal directly with Sublessor concerning routine maintenance and repairs, building access, entry of Sublessor onto its Subleased Premises and similar matters; provided, however, that nothing herein prevents Sublessee from dealing directly with Sublessor as to any such matters. Sublessor shall deal solely with Sublessee as to change orders, major repairs, insurance, untenability, breaches or defaults, termination, extensions of the term (including the option terms), and additional charges imposed by Sublessor (as may be authorized by this Sublease or subsequent agreement of the parties). The initial Occupant is the Virginia Department of Health ("Initial Occupant").

(b) Permitted Uses. The Subleased Premises shall be used as a medical clinic and general offices or for such purposes as the Occupant(s) may now or hereafter be empowered or authorized by law to use same, provided that such uses are consistent with the zoning regulations and ordinances applicable to the Building. Occupancy by the Initial Occupant is hereby approved by Sublessor

19. **TERM.** The initial term of this Sublease (the "Initial Term") shall be three (3) years, beginning on May 1, 2016, (the "Commencement Date") and terminating on April 30, 2019 (the "Termination Date"), subject to the provisions of Section 6 of this Sublease. The Commencement Date shall be confirmed by Sublessor and Sublessee by the execution of a written certificate of commencement of the Initial Term following occurrence thereof in the form attached hereto as **Exhibit B**, subject to the provisions of this Sublease.

20. **RENT.**

(a) Amount and Payment. Sublessee shall pay Sublessor the sum of Sixteen Thousand Three Hundred Forty Four and 40/100 Dollars (\$16,344.40) as rent (the "Rent") for each year of the Initial Term which shall be paid in arrears, in monthly installments of One Thousand Three Hundred Sixty Two and 03/100 Dollars (\$1,362.03), on the 10th day of the subsequent month beginning on June 10, 2016, and each month thereafter. The payment of all Rent shall be made payable to Treasurer, Dinwiddie County and mailed to:

Dinwiddie County Accounts Payable

P.O. Drawer 70

Dinwiddie, VA 23841

or to such other person or entity or at such other address as Sublessor may designate from time to time by written notice to Sublessee.

(b) Full Service. Except as otherwise provided in Section 9, all services are included in the Rent with no pass-throughs.

(c) Cable Installation. VITA will provide and install all cabling and phone hookups within the premises.

21. **POSSESSION AND CONDITION OF SUBLEASED PREMISES.**

- (a) Quiet Possession and Enjoyment. Sublessor shall deliver quiet possession of the Subleased Premises to Sublessee on the Commencement Date and shall provide quiet enjoyment of the Subleased Premises to Sublessee during the Initial Term, and any renewals or extensions thereof.

- (b) Building and Occupancy Codes; Condition Suitable for Intended Use. On the Commencement Date, Sublessor shall deliver the Subleased Premises to Sublessee in good repair and in a condition suitable to the use for which it is subleased.

- (c) Landlord Entry. Master Lessor and Sublessor and their respective employees, agents, and contractors shall have the right to enter and pass through any part of the Subleased Premises, without prior notice, only in the case of an emergency and to provide routine janitorial services consistent with this Sublease. If Sublessor or Master Lessor or their respective employees, agents or contractors, must enter the Subleased Premises in the case of an emergency, then as soon as practicable before or after such emergency entrance, such party or its agent shall contact Tracy Bishop (Telephone #804-943-9395).

- (d) Asbestos. Sublessor covenants that (i) the Subleased Premises and the Building are free of friable asbestos that is not managed under a management plan prepared by an Asbestos Management Planner licensed by the Virginia Department of Professional and Occupational Regulation; and (ii) any friable asbestos discovered in or on the Building or the Subleased Premises shall be promptly and properly removed by Sublessor, at Sublessor's sole expense, in compliance with applicable federal, state and local laws and regulations, provided that, if the asbestos was introduced into the Subleased Premises by Sublessee, the cost of the removal thereof shall be Sublessee's expense. There is non-friable asbestos in the premises as set forth in **Exhibit E**. The Sublessee (i) covenants not to in any way disturb the asbestos, or to remodel or demolish any of the building, and shall (ii) warn Occupant not to in any way disturb the asbestos, or to remodel or demolish any of the building.

22. **SUBLESSEE IMPROVEMENTS.**

Sublessor agrees to perform, and Sublessee's obligations under this Sublease are expressly conditioned upon, certain construction and/or renovation work at the Subleased Premises to be completed on or before the Commencement Date. Sublessor shall, at Sublessor's sole expense, perform and complete all work as specified in **Exhibit C**.

- (a) Sublessor shall use its best efforts to complete the construction, improvements and other work specified in this Sublease to prepare the Subleased Premises for occupancy, in a professional and competent manner using good quality materials, as soon as practicable but no later than the Commencement Date. Sublessor agrees to provide Sublessee with seven (7) days advance written notice of substantial completion of such work and the availability of the Subleased Premises for occupancy. Thereafter Sublessee shall be afforded an opportunity for a walk-through inspection to determine if there are deficiencies in the work. The Initial Term shall not commence, and no Rent shall accrue under this Sublease, until Sublessee has accepted the Subleased Premises which acceptance shall be evidenced by a written letter from Sublessee. Sublessee shall have no obligation to occupy the Subleased Premises until acceptance has been made. If Sublessee finds: (i) that all construction, improvements and other work required by this Sublease have not been satisfactorily completed, in the sole opinion of Sublessee, preventing the Subleased Premises from being ready for occupancy and use by the Commencement Date, (ii) that such construction, improvements and other work have not been performed in a good and workmanlike manner or have been done with poor quality materials, (iii) that all required building inspections or approvals applicable to such construction, improvements and other work have not been properly obtained from local and/or state building inspectors, or (iv) that all construction, improvements and other work are not in compliance with all applicable building codes, then Sublessee, in its sole discretion, may determine that the work is not substantially complete and refuse to accept the Subleased Premises. All deficiencies (as described above) shall be specified in writing to Sublessor. Sublessee shall not be obligated to accept the Subleased Premises until the deficiencies are satisfactorily corrected.
- (b) If Sublessor fails to correct all deficiencies within thirty (30) days after notice by Sublessee, Sublessee may immediately terminate this Sublease by written Notice of Termination to Sublessor. Notwithstanding any other provision in this Sublease, in the event that the construction, testing and other work are not substantially and satisfactorily completed by July 1, 2016, leaving the Subleased Premises ready for occupancy, Sublessee, at its option, may thereafter terminate this Sublease by written notice to Sublessor.
- (c) Subject to the foregoing provisions, as soon as possible following acceptance by Sublessee, and provided the local building inspector or building authority has issued any required certificates of occupancy and other required approvals, Sublessee agrees to take possession of the Subleased Premises; provided, however, that in no event shall Sublessee be obligated to take possession prior to May 1, 2016. Sublessee agrees to give written acceptance without delay. Without waiving any other rights under this Sublease or legal remedies, Sublessee may accept the Subleased Premises and provide Sublessor with a written punch list of minor items which need correction but, which will

not prevent occupancy of the Subleased Premises by Sublessee. Sublessor agrees to correct all such punch list items within fifteen (15) days after receipt of the written punch list. If the punch list items are not corrected within said fifteen (15) day period, then Sublessee may, but is not obligated to, correct all punch list items with its own resources and deduct the reasonable costs of such corrections from Rent and any other amounts due under this Sublease and/or pursue any other legal remedies available to it.

- (d) In the event that Sublessee takes possession of the Subleased Premises after May 1, 2016 because of late completion, the Initial Term shall commence on the first day of the first full calendar month after the date of acceptance of the Subleased Premises by Sublessee, and Sublessee shall pay to Sublessor a sum equal to the pro-rated initial monthly Rent for the fractional part of the month, from the acceptance date to the new Commencement Date. Such pro-rata sum shall be due and payable with the Rent for the first full month of the Initial Term. The Termination Date shall be adjusted accordingly, so that the length of the Initial Term remains the same. If, due to late completion or other events, the Commencement Date is other than as specified in Section 3 of the Sublease, Sublessor and Sublessee agree that they will jointly execute a written Certificate of Sublease Commencement that conforms substantially to Exhibit B attached hereto.

23. **MAINTENANCE.**

- (a) Condition at Commencement Date. Sublessor warrants that on the Commencement Date, the Subleased Premises and all its equipment, including the plumbing, heating, ventilation and air conditioning equipment and systems shall be in good repair and good working order and free of termite or other pest infestation and damage.
- (b) Compliance with Laws. Sublessor shall equip the Subleased Premises and perform all alterations, replacements, improvements, decontamination, and additions to the Subleased Premises and the equipment upon the Subleased Premises, at Sublessor's expense, as shall be necessary at any time during the Initial Term of this Sublease, or any extension or renewal thereof, to comply with the provisions of federal, state and local laws and regulations pertaining to health, safety, public welfare, and environmental protection, including laws and regulations pertaining to asbestos, carbon monoxide, polychlorinated biphenyls, urea formaldehyde, lead paint, radon, petroleum product storage tanks, and freon, regardless of the effective date of law or regulation unless the Subleased Premises are grandfathered from such laws or regulations. This subsection shall not apply if the necessity for compliance with these laws arises from a grossly negligent or willful act of Sublessee, Occupant, or their respective employees and Sublessee is liable for such acts under the Virginia Tort Claims Act, or the Commonwealth's Division of Risk Management consents that Sublessee is so liable.

- (c) Compliance with Technical Requirements: HVAC Specifications. It shall be the sole responsibility and obligation of Sublessor, at its expense and in accordance with applicable laws, technical publications, manuals and standard procedures, to (i) properly maintain, repair and replace all the structural portions of the Subleased Premises, including foundation, sub-floor, structural walls and roof, as well as to keep the Subleased Premises and all equipment and non-trade fixtures in good working order and to perform any required repairs, replacement and maintenance, and (ii) keep all plumbing, heating, air conditioning, electrical and mechanical devices, appliances and equipment of every kind or nature affixed to or serving the Subleased Premises in good repair, condition and working order. All equipment and systems shall be maintained to provide reliable, energy efficient service, without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The HVAC System shall meet the following standards: (i) Must allow for temperature maintenance of 68 degrees F with a minimum of 20% relative humidity in winter, and 74 degrees F with maximum of 60% relative humidity in summer months; and (ii) Fresh air exchange rates and CO2 levels shall comply with ASHRAE Ventilation Standard 62 (2001). As used herein, the word "repair" shall be deemed to include replacement of broken or cracked glass.
- (d) Other Maintenance. All other necessary or required maintenance, repairs and replacements to the Subleased Premises and common areas shall be the sole responsibility and expense of Sublessor. Sublessor's maintenance responsibilities shall include the supply and replacement of all supplies, materials and equipment necessary for such maintenance. Sublessor shall provide janitorial services to the Building five (5) days per week, exclusive of State holidays if the Occupant will not be open for business. Specifications for janitorial services are set out in **Exhibit D**. Janitorial services of a disruptive nature, such as washing/waxing floors, shall be performed after regular business hours.
- (e) Sublessee's Negligence or Willful Acts. Sublessor shall not be obligated to make any repairs to the Subleased Premises due to damage caused by the grossly negligent or willful acts of Sublessee, or Occupant, or their respective agents, employees, or contractors.
- (f) Failure to Maintain. If Sublessor fails to comply with any of its obligations under this Section 7 or fails to keep, repair and maintain the Subleased Premises and all plumbing, heating, air conditioning, electrical and mechanical devices, the roofing system, appliances and equipment of every kind or nature affixed to or serving the Subleased Premises in good repair, condition and working order as provided in this Section, then

Sublessee, at its option and upon not less than ten (10) day written notice, may either immediately terminate this Sublease and all obligations hereunder, or proceed to make, or cause to be made, such upkeep, repair and maintenance, at Sublessor's expense. No termination shall be made under this Section if Sublessor has physically commenced such repairs or is causing such repairs to be made, and such repair work is being diligently and continuously pursued to completion in a good and workmanlike manner. If Sublessee elects to make, or cause to be made, such upkeep, repair and maintenance, Sublessee may deduct the cost thus incurred from future Rent payments. Furthermore, Sublessee shall be entitled to deduct from the Rent, or any installment thereof, the per diem rental for each day that the Subleased Premises are rendered unsuitable for use, prorated if only a portion of the Premises is unsuited for use, as a result of the breakdown or malfunction of any equipment which Sublessor has herein agreed to keep, repair, and maintain; provided, however, that this deduction from the Rent shall not commence until the first day after Sublessor has been given notice (which may be oral) of the breakdown or malfunction. "Unsuitable for use" shall mean that Sublessee in its reasonable discretion has directed its non-essential staff to leave the Building or not report to work: (1) due to health or safety issues relating to the breakdown or malfunction, or (2) because the breakdown or malfunction makes the Subleased Premises non-functional for its intended use.

- (g) Snow Removal. When and as snow and/or ice removal become necessary, Sublessor shall within a reasonable amount of time under the circumstances remove all snow and ice from all walkways, loading areas, common areas, and parking areas.
- (h) Access. Sublessee shall have access to the Building 24 hours a day, 365 days a year.

24. **DAMAGE OR DESTRUCTION OF THE SUBLEASED PREMISES.**

- (a) Termination. If the Building or the Premises are damaged by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature or other casualty loss, and, in the reasonable opinion of either party, , and cannot be reasonably commercially rebuilt within one hundred twenty (120) days following the date of casualty, the Premises (and any Common Areas generally used by Sublessee) are thereby rendered substantially untenable or unusable, this Sublease shall terminate effective on the date of the casualty. In such an event the Sublessor shall use commercially reasonable efforts to find new office space for the Initial Occupant, subject to appropriation by the Board of Supervisors of Dinwiddie County, Virginia.

25. **ALTERATIONS BY SUBLESSEE.** Sublessee, at its sole cost and expense, may make alterations and additions to the Subleased Premises as Sublessee deems proper, but only after obtaining prior written consent of the Master Lessor and Sublessor. Sublessee shall not make any structural alterations of the roof, foundation or exterior walls without the prior written consent of Sublessor and Master Lessor. Sublessee, at its sole cost and expense, after obtaining prior written permission of the Master Lessor and the Sublessor, may install fixtures, partitions and make such other improvements as Sublessee may deem proper and the title and ownership of materials used in such alterations and additions, and all fixtures, partitions, and other improvements made and/or installed by Sublessee shall remain in the name of Sublessee. Upon termination of this Sublease, Sublessee may, at its option, remove the fixtures, partitions and other improvements made under this Section, in which event any damage to the Subleased Premises caused by removal, other than nominal damage (such as screw holes, bracket marks, etc.) shall be repaired by Sublessee at its expense. If Sublessee elects to abandon the improvements in place, it shall have no further responsibility for them or their removal.

In consideration for the Rent, Sublessor agrees to perform, and Sublessee's obligations under this Sublease are expressly conditioned upon, Sublessor's performance and completion of the construction, improvements and/or other renovation work as shown on **Exhibit A-2** (Proposed Space Plan) and **Exhibit C** (Sublessor's Work) attached to this Lease, as may be changed by change order signed by Sublessor and Sublessee (the "Sublessee Improvements"). The Subleased Premises shall meet any building code or zoning requirements necessary to permit Sublessee to use the Subleased Premises for its permitted uses. Sublessor shall, at Sublessor's sole cost and expense, perform and complete the Sublessee Improvements as provided in Section 6.

In addition, Sublessor shall pay for the space planning and programming services, and Sublessor shall pay for all architectural and engineering construction documents, including MEP drawings (if required), pertaining to the work shown in Exhibit A-2 and Exhibit C.

26. **UTILITIES AND SERVICES; INSURANCE; TAXES.**

- (a) Utilities and Services. Sublessor shall provide, at Sublessor's expense, the following utilities and services for the Premises: heating and air-conditioning as conditions require, electricity, gas, water and sewer, janitorial service and interior trash removal. Sublessor shall also provide if required in the exhibits, or permit Tenant or a telecommunications company to install, telecommunications connections from the public right of way through the Building to the Premises. If Master Lessor or Sublessor, or their respective agents, interrupt, discontinue or cause the interruption or discontinuation of any of the aforesaid utilities or services, then Sublessee, in addition to any other remedy available under the law, shall be entitled to deduct from the Rent, or other payments otherwise due to Sublessor under the terms of this Sublease or any renewal or extension thereof,

the per diem rental for each day that the Subleased Premises are rendered unsuitable for use due to Sublessor's failure to provide such utility or service. This provision shall not apply to a disruption in service that is caused by factors beyond the control of both the Sublessor and Master Lessor.

- (b) Real Estate Taxes. Sublessor and/or Master Lessor shall be responsible for all real estate taxes or charges in lieu of taxes applicable to the Subleased Premises, but in any event Sublessee shall have no responsibility therefor.
- (c) Insurance. Sublessor or Master Lessor shall keep the Subleased Premises and the Building insured against damage by fire, lightning, windstorm, tornado, earthquake, civil disturbance, flood, acts of nature and casualty loss, under a broad form extended coverage or similar property loss policy. The policy shall cover at least eighty percent (80%) of the replacement cost of the Subleased Premises and the Building. In addition, Sublessor shall maintain broad form general commercial liability insurance sufficient to ensure reasonable financial responsibility in the event of liability for injury, loss or damage at the Subleased Premises, the common areas and facilities.

27. **CONDITION OF COMMON AREAS.** "Common Areas" shall mean all exterior areas of the property on which the Building is located, the exterior of the Building, all interior areas within the Building that are not leased or intended for lease to third parties or reserved for use by Master Lessor or Sublessor, and all systems that service the Building (but excluding those portions of systems that service only portions of the Building that are leased or intended for lease to third parties). Sublessor, at Sublessor's sole expense, shall maintain in a good, clean and safe condition, all Common Areas to be used by Sublessee in common with other tenants. If Sublessor fails to maintain such areas or systems in a good, clean and safe condition, or to make all repairs and/or improvements after written notice, then Sublessee may terminate this Sublease or proceed to make repairs or improvements, on the same terms as provided in Section 7(f), except that no prior notice shall be required to make repairs in any event in which the condition in need of repair or maintenance creates an unreasonable risk of injury to person or property

28. **ACCESSIBILITY BY PERSONS WITH DISABILITIES.**

- (a) In addition to any other requirements or covenants in this sublease, and at all times during the Term, option and any renewal terms, Sublessor covenants that, as to the Subleased Premises, the common areas and the parking facilities of the Building, it has fully complied, or will comply, to the fullest extent required by law, with:

- (i) the facilities accessibility laws, regulations and standards required by the "Americans With Disabilities Act of 1990", including Titles II and III thereof, and the regulations and standards promulgated thereunder, including the regulations promulgated by the U.S. Department of Justice (28 CFR Chapter 1, Part 36 and the Standards for Accessible Design Pt. 36, App. A-entitled "ADA Accessibility Guidelines for Buildings and Facilities"), as amended (collectively, the "ADA"), and

- (ii) the minimum requirements of the Virginia Uniform Statewide Building Code (VUSBC), Volume I-New Construction, as amended, pertaining to access by the physically handicapped and aged persons, including Chapter 11 ("Accessibility") of said VUSBC, which, in part, incorporates the regulations and referenced standards of the U.S. Department of Justice identified above.

To the extent the minimum requirements of the VUSBC are more restrictive than applicable federal requirements, the more restrictive of the two shall control. Sublessor further covenants that, following the date of execution of this sublease, all alterations of the Subleased Premises and common areas, including parking facilities, shall be undertaken by Sublessor in such a manner that the ADA and the regulations and standards promulgated thereunder and the VUSBC are fully complied with to the extent required by law and as herein provided.

Sublessee may discover that an element of the Subleased Premises, or the construction or design of the Subleased Premises, as well as the other facilities as noted above, or alterations thereto, are not in compliance with the requirements herein set forth, including the referenced standards or guidelines pertaining to the ADA. In such event, Sublessee shall promptly notify Sublessor (or Sublessor's agent) in writing detailing both the requirement and the noted deficiency and specifying the action required to bring about compliance.

Should the Sublessor fail within thirty (30) calendar days following such notice to comply or to propose in writing an alternative for compliance that the Sublessee deems acceptable, or, alternatively, fail to convince the Sublessee that compliance is not required, either because such accommodation as would otherwise be required would constitute an undue hardship when measured against the financial resources of the Sublessor or because the facilities are nevertheless accessible and usable by individuals with disabilities, then Sublessee may undertake with its own resources to accomplish the work needed to achieve such compliance and may deduct the reasonable costs of such accommodation from the rents or other sums then otherwise due Sublessor under

the terms of this sublease, option and any renewal terms, or may terminate this sublease by giving three months' written notice to Sublessor.

- (b) Sublessee's Trade Fixtures. The foregoing provisions of this Section, as applied to Sublessor, shall not apply to trade fixtures used or installed by Sublessee or Sublessee's layout of such trade fixtures.

29. **DISCLOSURES; NON-WAIVER; APPROPRIATIONS.**

- (a) Sovereign Immunity. Sublessor understands and acknowledges that Sublessee and Occupant(s) are agencies of the Commonwealth of Virginia and with respect to tort liability for acts or occurrences on or about the Premises, including product liability, the Commonwealth, Sublessee and Occupant(s) are either (i) constitutionally immune (or partially immune) from suit, judgment or liability, (ii) insured, or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by applicable laws, government policies and practices. No provision, covenant or agreement contained in this Sublease shall be deemed to be a waiver of the sovereign immunity of the Commonwealth of Virginia, Sublessee or Occupant(s), Master Lessor, or Sublessor from tort or other liability.
- (b) No Indemnification. Sublessor understands and acknowledges that Sublessee and Occupant(s) have not agreed to provide any indemnification or save harmless agreements running to Sublessor.
- (c) Choice of Law. This Sublease shall be governed by, and construed according to, the laws of the Commonwealth of Virginia. The parties choose the City of Richmond, Virginia, as the venue for any action instituted pursuant to the terms of this Sublease.
- (d) Dissolution or Restructuring of Occupant. Notwithstanding any other provision of this Sublease, if an Occupant shall cease to exist, and is not replaced by a successor entity with similar powers and purposes, or its powers and authority are limited so as to not permit the continued use of the Subleased Premises for its intended purpose and use, then Sublessee shall have the right to withdraw from this Sublease such portion of the Subleased Premises then occupied by such Occupant (with a corresponding reduction in the Rent). In such event, Sublessee will endeavor to give as much notice as is reasonably possible of the event triggering the reduction and the anticipated date by which such Occupant will completely vacate such portion of the Subleased Premises. If the Occupant is the sole Occupant of the Subleased Premises, then upon such event this

Lease shall terminate. Nevertheless, if Sublessee, in its sole discretion, determines that another agency or institution of the Commonwealth has a need for the portion of the Subleased Premises used by such Occupant, Sublessee may designate such other agency or institution to use that portion of the Subleased Premises.

- (e) Non-Appropriation. Agencies of the Commonwealth of Virginia cannot expend funds unless appropriated by the Virginia General Assembly and may not obligate a future session of the Virginia General Assembly. It is further understood that the Rent paid by Sublessee is derived from appropriations (or federal funding) made to the individual Occupants and paid over to Sublessee. Therefore, notwithstanding any provision in this Sublease to the contrary, if any session of the Virginia General Assembly fails to appropriate funds for the continuance of this Sublease for all Occupants (or federal funding for the continuation of this Sublease is no longer available), this Sublease and all obligations hereunder shall automatically terminate upon depletion of the then currently appropriated or allocated funds; provided, however, that if there is more than one Occupant, and not all Occupants have lost funding as aforesaid, then Sublessee shall have the right to delete the space occupied by such Occupant from the Subleased Premises and reduce the Rent accordingly (subject to Sublessee paying the cost of constructing a new demising wall, if required, and further subject to the space deleted from the Subleased Premises being reasonably commercially leasable, either by itself or as part of adjacent available space). Nevertheless, if Sublessee, in its sole discretion, determines that another agency or institution of the Commonwealth has a need for the portion of the Subleased Premises used by such Occupant, Sublessee may designate such other agency or institution to use that portion of the Subleased Premises.

30. **REPORT OF OCCUPANCY.**

- (a) Form of Report of Occupancy. Sublessee shall, within fifteen (15) days after receipt of a written request by Sublessor or Master Lessor, submit to Sublessor or Master Lessor, as the case may be, a written Report of Occupancy specifying: (i) the date of possession of the Subleased Premises by Sublessee and the date on which the Sublease terminates, (ii) whether this Sublease is in full force and effect, (iii) the annual Rent, (iv) whether there have been any modifications to the Sublease, and if there have been, a description of all such modifications, and, (v) whether Sublessee has knowledge of any default hereunder on the part of Sublessor, or if it does have such knowledge, a description of any such default.
- (b) Effect of Report of Occupancy. The issuance of a report requested under subsection 14(a), or any errors or omissions in such report: (i) shall not operate as an estoppel against either the Commonwealth of Virginia or Sublessee, (ii) shall not form or provide any basis for liability against the Commonwealth or Sublessee, and (iii) shall not operate

as a waiver of any rights or defenses that may be available to the Commonwealth or Sublessee either at that time or in the future.

31. **CONDEMNATION.**

- (a) Notice. Sublessor shall give immediate notice to Sublessee of any discussions, offers, negotiations or proceedings with any party, of which Sublessor has any knowledge, regarding condemnation or taking of any portion of the Subleased Premises, the Building, or any common area.

- (b) Rights of Parties. In the event that any portion of the Subleased Premises, or any portion of the Building or the common areas, is taken by eminent domain, or sold to the holder of such power pursuant to a threatened taking (exclusive of takings that, in the reasonable discretion of Sublessee, do not materially adversely affect the use and enjoyment of the Subleased Premises by Sublessee), this Sublease shall terminate effective as of the date of the taking. The date of taking shall be the earlier of: (i) the date on which title vests in the condemning entity or (ii) the date on which the condemning entity takes possession. In the event of a taking, Sublessee assigns to Sublessor any rights that Sublessee may have in and to any portion of a condemnation award, but such an assignment shall exclude any portion that may be due for, or attributed to, Sublessee's fixtures, moving expenses and allowances.

32. **SUBJECT TO FUTURE APPROPRIATIONS.** Notwithstanding any provision of this Lease to the contrary, it is understood and agreed between the parties herein that the Lessee shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Lease shall result in the immediate cancellation of this Lease. There shall be no penalty should the Board fail to make annual appropriations for this contract.

17. **SIGNAGE.** Sublessor, at its expense, shall provide building signage listing the Occupant on the exterior of the Building as well as off-premises directional signage indicating the location of the health clinic to and on the Building pylon or Boydton Plank Road.

18. **TERMINATION, RENEWAL, AND HOLDOVER.**

- (a) Termination. Unless otherwise terminated herein, Sublessee may elect to terminate this Sublease and vacate the Subleased Premises at the end of the Initial Term upon providing a minimum of six (6) months' written notice to Sublessor prior to the expiration of the Initial Term, or at any time during any Renewal Term (as defined below) upon providing a minimum of six (6) months' prior written notice to Sublessor.

Unless otherwise terminated herein, Sublessor may elect to terminate this Sublease upon the expiration of the Initial Term or upon the expiration of any Renewal Term by providing a minimum of six (6) months' prior written notice to Sublessee.

- (b) Renewal. This Sublease shall automatically renew and continue from month to month ("Renewal Term") on the same and other terms and conditions as existed immediately prior to the commencement of the Renewal Term, if neither party has given a timely notice of termination as provided in (a) above.
- (c) Holdover. If Sublessee continues to occupy the Subleased Premises after the termination date specified in a proper notice to terminate as provided in (b) above ("Holdover"), such Holdover shall be deemed a tenancy from month-to-month upon the same terms and conditions, including any rent escalation, as existed immediately prior to the commencement of the Holdover. Either party may terminate such holdover upon providing a minimum of two (2) months' prior written notice to the other party.
- (d) Condition of Premises. At the termination of this Lease, Sublessee shall peaceably deliver the Subleased Premises in the same condition as originally accepted, except for damage by accident or fire, reasonable wear and tear, and subject to any provisions herein to make repairs and restoration.
- (e) Posting of Notice. After notice of termination has been properly given by either party, Sublessor may elect to post a notice that the Subleased Premises are available for lease. Sublessor may show the Subleased Premises to prospective Sublessees only during Sublessee's normal business hours, with prior notice to Sublessee and in such a manner so as not to disturb Sublessee's operations.

19. **NOTICES.**

- (b) To Sublessee. All notices (except as provided in § 18(e)) to Sublessee required or permitted under this Sublease shall be given in any manner set out in subsection (c) of this Section, to Sublessee addressed to:

Division of Real Estate Services

Attn: Director

1100 Bank Street, 3rd Floor

Richmond, VA 23219

With a copy to:

Virginia Department of Health

Director of Office of Purchasing and General Services

109 Governor Street, 12th Floor

Richmond, Virginia 23219

- (b) To Sublessor. All notices to Sublessor required or permitted under this Sublease shall be given in any manner set out in subsection (c) of this Section, to Sublessor addressed to:

Dinwiddie County Administrator

P.O. Drawer 70

Dinwiddie, VA 23841

With a copy to:

Dinwiddie County Attorney

P.O. Drawer 70

Dinwiddie, VA 23841

- (c) Manner of Delivery. Wherever a notice is required under this Sublease, notice shall be deemed to have been duly given if in writing and either: (i) personally served; (ii) delivered by prepaid nationally recognized overnight courier service; or (iii) forwarded by Registered or Certified mail, return receipt requested, postage prepaid.
- (d) Date of Delivery. Each such notice shall be deemed to have been given to or served upon the party to which addressed on the date the same is received by the party or delivery is refused.
- (e) Change of Address. Each party to this Sublease shall notify the other party of a new address at which to mail notices, which notice shall be given in the manner provided above, and unless and until such notice of new address is given, notices to a party hereto shall be sufficient if mailed to such party's address as specified in this Section.
- (f) Alternative Methods. Where notice is sent by an alternative method, the notice shall be effective if actually received by the party, or its appointed agent, to whom the notice is addressed. Nevertheless, notice to an Occupant shall not constitute notice to Sublessee (unless expressly directed by Sublessee pursuant to this Section).

20. **BINDING EFFECT; AMENDMENTS.** The covenants, agreements, and rights contained in this Sublease shall bind and inure to the respective heirs, personal representatives, successors and assigns of Sublessor and Sublessee. This Sublease constitutes the entire, full and complete understanding and agreement between Sublessor and Sublessee, and all representations, statements, warranties, covenants, promises or agreements previously made or given by either party to the other are expressly merged into this Sublease and shall be null, void and without legal effect. Neither party, nor any agent of either party, has any authority to alter, amend or modify any of the terms of this Sublease, unless the amendment is in writing and executed by all parties to this Sublease with the same formality as this Sublease. This Sublease shall not be effective or binding unless and until signed by all parties and Sublessee obtains the recommendation of the Virginia Department of General Services and the approval of the Governor of Virginia, or his designee, as required by Section 2.2-1149 of the Code of Virginia (1950), as amended. No amendment or modification of any of the terms of this Sublease shall be binding on Sublessee unless in writing and executed by all parties to this Sublease with the same formality as this Sublease.

26. **DEFAULT.**

- (a) Permitted Termination. The termination of this Sublease by Sublessee pursuant to the provisions contained herein shall not be a default hereunder.
- (b) Breach; Rights; No Additional Obligations. If either party shall breach any provision of this Sublease, the non-breaching party shall give written notice thereof to the breaching party. The breaching party shall have thirty (30) days from the receipt of the notice to cure the breach and, if not so cured, the non-breaching party may, at its option, exercise such rights as may exist at law or in equity, except that Sublessor shall not take possession of the Subleased Premises by any self-help remedy. The provisions of this subsection shall not be construed as imposing any additional obligations on the non-breaching party to the extent that this Sublease permits the non-breaching party to take certain actions as a result of a breach by the other party.

27. **RELATIONSHIP TO MASTER LEASE.**

- (a) This Sublease shall be subordinate to the Master Lease.
- (b) Sublessee acknowledges that there are requirements and obligations imposed upon the Sublessor herein that are under the control of the Master Lessor. In the event that any of such requirements or obligations are not fulfilled, Sublessee shall have the right to terminate this Sublease on thirty (30) days prior written notice, as well as such other specific rights as may be granted in this Sublease that are not prohibited by the terms of the Master Lease. Nothing in this provision is intended to excuse any performance by Sublessor that is within the power or obligation of Sublessor to perform under the Master Lease.
- (c) Nothing in this Sublease is intended to create any obligation of Sublessee in favor of Master Lessor, and Master Lessor shall have no standing to assert any obligation by Sublessee, except as expressly provided herein.

28. **PRESUMPTIONS.** No presumption shall be created in favor of or against any of the parties to this Sublease with respect to the interpretation of any term or provision of this Sublease due to the fact that this Sublease, or any part hereof, was prepared by or on behalf of one of the parties hereto, as may be evidenced by the disclosure on the face of this Sublease made pursuant to Virginia Code Section 17.1-223.

29. **ASSIGNMENT.** Sublessee may not assign this Sublease, or sublet the Subleased Premises, without the written consent of Sublessor, which consent shall not be unreasonably withheld or delayed, except that Sublessee may assign this Sublease to any other agency of the Commonwealth of Virginia without Sublessor's consent, pursuant to the terms of Sections 2 and 13.
30. **HEADINGS.** The heading of the sections of this Sublease are inserted for convenience only and do not alter or amend the provisions that follow such headings.
26. **PRIOR LEASE.** The parties acknowledge that a prior deed of lease, relating to the prior premises located at 14006 Boydton Plank Road, Dinwiddie, VA, dated May 17, 2012 (the "Prior Lease"), shall terminate upon the commencement of this Sublease.
27. **ADDITIONAL PROVISIONS.** This Sublease is subject to the following terms, conditions, modifications, additions and/or deletions provided in the following designated attachments, exhibits and riders, which are hereby incorporated into this Sublease:

- Exhibits:
- A-1. Education Center Site plan
 - A-2. Proposed Floor Plan
 - B. Model Certificate of Sublease Commencement
 - C. Sublessor's Work
 - D. Janitorial Procedures
 - E. 2014 Asbestos Re-inspection

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals.

SUBLESSOR: COUNY OF DINWIDDIE, VIRGINIA
a political subdivision of the Commonwealth of Virginia

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Sublease was acknowledged before me this _____ day of _____,
20__ by W. Kevin Massengill acting in his capacity as County Administrator of the County of Dinwiddie
on behalf of the County of Dinwiddie.

My commission expires: _____

Registration No. _____

Notary Public

SUBLESSEE: COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF _____, to wit:

The foregoing Sublease was acknowledged before me this ____ day of _____, 20_ by _____ acting in her capacity as _____ of the Commonwealth of Virginia, Department of General Services, on behalf of the agency.

My commission expires: _____

Registration No. _____

Notary Public

RECOMMEND APPROVAL:

DEPARTMENT OF GENERAL SERVICES

By: _____

Christopher L. Beschler, Director

APPROVED BY THE GOVERNOR:

Pursuant to Section 2.2-1149 of the Code of Virginia (1950), as amended, and as the official designee of the Governor of Virginia, as authorized and designated by Executive Order 88 (01) dated December 21,

2001, I hereby approve the acquisition of the Subleased Premises pursuant to this Sublease for and on behalf of the Governor of Virginia.

Secretary of Administration

Date

EXHIBIT A-1

Education Center Site Plan

(Site Plan attached)



SOUTHSIDE AVE

EAS TVIEW DR

BOYDTON PLANK RD

1

EXHIBIT A-2

Floor Plan of Subleased Premises

(Floor Plan attached)

EXHIBIT B

Certificate of Sublease Commencement

This Certificate of Sublease Commencement, dated _____ 20__, is entered into by and between _____, as Sublessor, and the Commonwealth of Virginia, _____ (Agency), as Sublessee, the parties to a certain Sublease (the "Sublease") demising certain premises (the "Subleased Premises") located in the City/County of _____, Virginia, which are more fully described in said Sublease dated _____.

The undersigned Sublessor and Sublessee do hereby declare and confirm that the Sublessee has accepted the Premises effective as of the ____ day of _____, 20__, and agree that the Initial Term of the Sublease shall commence on the ____ day of _____, 20__, and terminate on the ____ day of _____, 20__.

The undersigned do hereby further confirm that the Premises contain _____square feet, more or less, of rentable floor area and that the annual rent shall be as specified in the Sublease.

All other provisions in the Sublease shall remain unchanged and in full force and effect.

Sublessee does hereby declare and confirm that the work required by Sublessor under the Lease has been completed by Sublessor and accepted by Sublessee and the undersigned do hereby declare and confirm that the Sublease is in full force and effect.

SUBLESSOR: _____

By: _____

Title: _____

SUBLESSEE:

COMMONWEALTH OF VIRGINIA

_____ (Agency)

By: _____

Title: _____

EXHIBIT C

Sublessor's Work

Sublessor, prior to Sublessee's occupancy of the Subleased Premises, agrees to provide and install the following:

- Two (2) exterior door swipe cards as indicated on Exhibit A-2 (employee and main entrances).
- All interior doors to receive push button coded door locks.
- Sufficient exterior lighting in the parking areas.
- Two (2) security cameras as indicated on Exhibit A-2 (employee and main entrances).
- Interior signage per Sublessee's requirement.
- Exterior signage as indicated on Exhibit A-1.
- Computer Closet to have vented door.
- Baby changing table located in "Female Restroom".
- Handicap ramp at main entrance into building.
- Stripe parking lot for at least fifteen (15) spaces for VDH clients at main entrance and ten (10) spaces for employees in rear of building.
- Rear parking lot to include two (2) handicap parking spaces near employee entrance.
- Existing lighting to remain in Premises.
- Both exam rooms to contain sinks.
- Vinyl/tile to remain – repair any damaged tiles.
- Wash and wax vinyl tile prior to occupancy.
- Paint entire Premises.
- Portable generator to service two (2) refrigerators (1 dorm size and 1 for vaccine refrigerator).
- Computer and duplex outlets as indicated on Exhibit A-2.

EXHIBIT D

Janitorial Procedures

Office Areas

Daily Service: Five nights per week, Monday through Friday except for holidays.

Floors:

- Carpets: Vacuumed and spot-cleaned
- Tile: Swept and/or mopped
- Rugs: Vacuumed and spot-cleaned

Restrooms:

- Toilet, sink, urinal: Cleaned and sanitized
- Waste receptacles: Emptied, re-lined and waste removed from facility
- Towel, tissue, soap and sanitary napkin dispensers: Cleaned and refilled
- Damp mop floors daily
- Clean baby changing tables

Receptacles:

- Waste receptacles: Emptied, re-lined and waste removed from facility
- Cigarette Urns: In approved smoking areas, urns will be emptied and cleaned.
- Paper Shredder: Emptied, re-lined and waste removed from facility

Interior:

- Office furniture and fixtures dusted
- Window sills, low ledges, moldings, and picture frames to be dusted and cleaned periodically
- Walls, baseboards, light switches, and handles to be dusted and cleaned periodically
- Blinds and vents dusted periodically

Glass:

- Entrance doors cleaned
- Partition glass cleaned of smudges, markings periodically

Elevators and Stairwells:

- Elevator cab cleaned, dusted, and polished
- Stairwells to be swept and/or mopped periodically

Client Waiting Room:

- Spot clean walls, switches, and doors if needed.
- Vacuum walk-off mats
- Clean sides of glass doors and/or partition glass
- Empty trash receptacles and pick up any trash that may have dropped on floor from clients.
- Spot clean client waiting room chairs

Clinical Areas

Clinical areas are defined as examination rooms, clinic interview rooms, patient bathrooms, laboratory rooms, and any other area designated as patient or laboratory testing areas designated by the local office.

Daily Service: Five nights per week, Monday through Friday except for holidays.

- Clean all counter tops, sinks, work surfaces, non-fabric chairs, toilets, and doorknobs at the end of each clinic day with Lysol, 1/10 bleach solution or equivalent product.
- Damp mop floors with Lysol, 1/10 bleach solution or equivalent product.
- Janitorial staff will remove all regular trash bags from receptacles and dispose of properly. Any spillage will be cleaned with Lysol, 1/10 bleach solution or equivalent product.
- Hard floor surfaces will be cleaned with Lysol or equivalent product.
- Walls, blinds, and curtains will be spot cleaned if visibly soiled.

Occupant shall perform all janitorial procedures related to the handling and disposal of hazardous waste, to include, but not limited to, the emptying of any red bag waste from respective receptacles and engaging services for proper disposal of hazardous waste.

Yearly Service – Office and Clinical Areas:

- Wash all interior and exterior windows and other glass surfaces
- Wipe all blinds with damp cloth
- Strip and refinish all vinyl tile
- Shampoo all carpets in office areas, corridors, lobbies, and other non-public areas

EXHIBIT E

**Historic Southside Education Center
12318 Boydton Plank Road, Dinwiddie, VA
Dinwiddie County Public Schools
AHERA 3-year Re-inspection
January 23, 2014**

In accordance with paragraph 763.85(b)(1) of the Asbestos Hazard Emergency Response Act (AHERA), Dinwiddie Middle School was re-inspected on January 23, 2014 by Mr. Todd Manning, a certified and licensed Asbestos Inspector and Management Planner under the rules established by the U.S. Environmental Protection Agency and Commonwealth of Virginia Department of Professional and Occupational Regulation. Mr. Manning's Asbestos Inspector license number is 3303 001951.

All remaining areas of asbestos-containing building materials (ACBM) that were identified in the initial asbestos inspection of July, 1988 conducted by BCM Inc., were visually re-inspected and touched to determine their condition.

The following materials remain non-friable and in good condition.

1. The mastic on the 12"x12" ceiling tile in the hallway of the Annex building, with the exception of three (3) exposed "hockey pucks" of mastic not covered by ceiling tile. These three areas of exposed mastic on the ceiling should be encapsulated with non-asbestos containing ceiling tile.

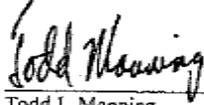
The gypsum wall board in the library and cafeteria in the Annex building has been removed or encapsulated. However, there may be some remaining material within the walls. It is not accessible at the present time but could be disturbed during any renovation or demolition that involves removing the walls. Continue to monitor the materials during the 6-month surveillance and maintain the materials under the current Operations and Maintenance Plan.

No assessment is required for this non-friable material. Continue to monitor the materials during the 6-month surveillance and maintain the materials under the current Operations and Maintenance Plan.

The thermal system insulation (TSI) in the Main Building was removed at various times during the last 13 years. However, there may be some remaining material within the walls or pipe chases. It is not accessible at the present time but could be disturbed during any renovation or demolition that involves removing the walls. Continue to monitor the materials during the 6-month surveillance and maintain the materials under the current Operations and Maintenance Plan.

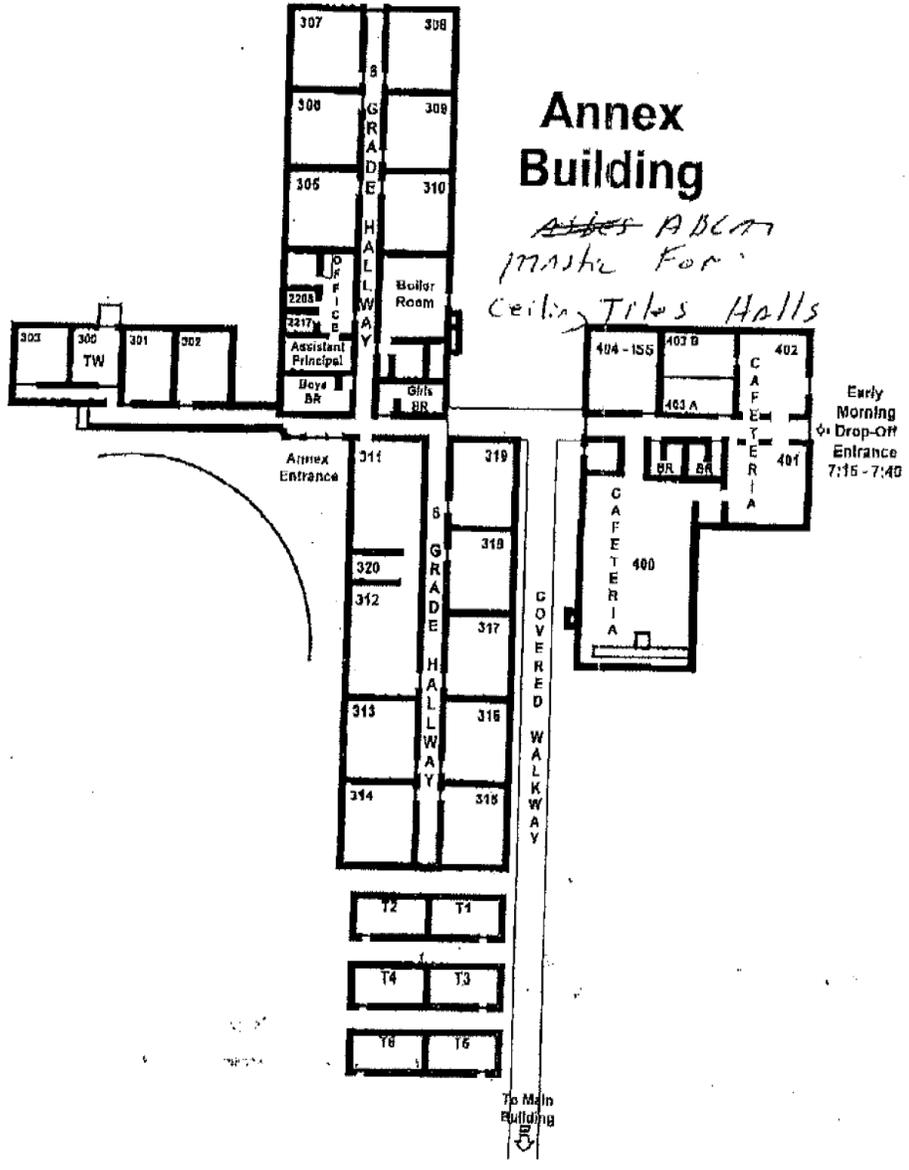
A copy of this report must be filed with and become part of the school's Management Plan. The next six-month surveillance is due July 23, 2014, and the next three-year re-inspection is due no later than January, 2017.

Sincerely,

A handwritten signature in black ink that reads "Todd Manning". The signature is written in a cursive style and is positioned above a horizontal line.

Todd L. Manning
VA Asbestos Inspector 33303 001951
VA Asbestos Management Planner #3304 001417.

~~Dinwiddie Middle School~~
re-named
 Historic Southside High Education Center
 Re-named



Jesse Blackwell, Jr.

2016 Dinwiddie County Hometown Hero

Bio

- Jesse Blackwell, Jr. was born on June 17, 1930 to Jesse and Bessie McFarland Blackwell.
- He graduated from Dinwiddie Training School in 1948.
- Jesse planned to attend Virginia State University, but plans changed when he was drafted in 1951 by the United States Army.
- After completing Basic Training in Kentucky, Jesse was assigned to the Infantry division and spent seven months on the front line of the Korean War.
- He experienced the great loss of friends during that time and was honorably discharged in 1953.
- Upon his return to Dinwiddie, Jesse took over the family's 254 acre farm on Quaker Road.
- He spent four years in farm training under a GI Bill and then went to work for Central State Hospital in 1957.
- While employed at Central State Hospital, Jesse earned an Associate's Degree in Mental Health Technology and Human Services from John Tyler Community College.
- After 30 years of employment, Mr. Blackwell retired from Central State Hospital in 1986 at the age of 56.
- Jesse Blackwell, Jr. has been a member of Olive Branch Baptist Church since the age of 16.
- He was ordained as a Deacon at the age of 28.
- Mr. Blackwell began teaching Sunday School in 1948 and continues to do so every Sunday morning. He teaches the high school aged children (15-18 years of age).
- He was elected to the position of Building Fund Treasurer in 1964 and served in this capacity until being elected General Treasurer in 1983, a position he held until 2014.
- He is a member of the Unified Shiloh Association and served as Treasurer for 38 years.
- Mr. Blackwell became involved with the Dinwiddie Chapter of the NAACP in 1952 and continues to be an active member.

Jesse Blackwell, Jr.

2016 Dinwiddie County Hometown Hero

Bio

- He has served as Chairman of the Freedom Fund, which is charged with raising funds to maintain local and national NAACP charters, since 1955.
- In 1953, Jesse registered to vote and joined the Dinwiddie Democratic Committee.
- He became a poll worker for primary and general elections and later elected and served 15 years as an Election Official under then registrar, Betty Jeter.
- Jesse married Essie Roney and the two were married for 24 years when she passed in 1994.
- Together Mr. and Mrs. Blackwell had two daughters, Wanda and Justine (who passed in October 2015).
- The family was blessed with four grandchildren and three great-grandchildren.
- Mr. Jesse Blackwell is a survivor of the Korean War, tuberculosis, heart disease and cancer.
- He has spent the majority of his life in service to others and it is an honor to recognize him tonight as a 2016 Dinwiddie County Hometown Hero.

Pauline Bonner
2016 Dinwiddie County Hometown Hero
Bio

- Pauline was born in Ford, VA on September 24, 1935 to Algie and Ethel Harris.
- Her family moved to the West Petersburg area when she reached school age.
- Pauline attended West Petersburg Elementary School and graduated from the Dinwiddie Training School in 1953.
- Following high school, Pauline spent two years at the Smith-Madden School of Business in Richmond, Virginia.
- In 1955, she accepted a secretary's position with the Extension Office in Dinwiddie County under Ms. Elnora Perry – the County's first African American Extension Agent.
- Mrs. Bonner worked with the Extension Office for 25 years before retiring in 1980.
- Pauline married Mr. Ben J. Bonner in 1958 and the couple made their home in the West Petersburg area of Dinwiddie County.
- After 58 years of marriage, they have three children and two grandchildren.
- Mrs. Bonner was instrumental in the establishment of the West Petersburg Vicinity Awareness (WPVA).
- She was the organization's first director and worked diligently to improve the communities of West Petersburg and Piney Beach through lighting, rehabilitation and home building projects.
- Mrs. Bonner worked to secure and implement a Community Development Block Grant for the WPVA, which provided funding for indoor plumbing for several homes in the WPVA community.
- Under the direction of Mrs. Bonner, the WPVA worked to provide education to the community on topics such as homeownership and crime prevention.
- Mrs. Bonner also oversaw the development of after school programs for the youth of the WPVA community.
- Mrs. Bonner was recognized by Governor L. Douglas Wilder in 1992 for her efforts in the West Petersburg community.
- Mrs. Pauline Bonner is a lifelong member of First Baptist Church of West Petersburg, where she served as President of the Usher Board.
- Mrs. Bonner loves her work and her community and it is an honor to recognize her as one of Dinwiddie County's 2016 Hometown Heroes.

Edward Bracey, Jr.

2016 Dinwiddie County Hometown Hero

Bio

- Edward Bracey, Jr. was born on January 29, 1941 at the home of his grandparents in Petersburg, Virginia.
- He attended Giles B. Cooke Elementary School and graduated from Peabody High School.
- Ed earned a degree in Industrial Education from Elizabeth City State College, now University, in Elizabeth City, North Carolina and a Master's degree in Industrial Education from Virginia State University.
- He taught for two years in the Appomattox County school system before accepting a position as the Industrial Teacher at Southside High School in Dinwiddie County.
- During his career, Mr. Bracey taught at Dinwiddie High School and eventually retired from Rowanty Technical Center in 1991. At Rowanty, Mr. Bracey taught Masonry.
- After taking notice of things that he believed needed to be done in Dinwiddie County, Mr. Bracey decided to run for the Board of Supervisors.
- He was not successful in his first campaign, but ran again and was elected as District 3 Supervisor in 1988.
- Mr. Ed Bracey was the first African-American member of the Dinwiddie County Board of Supervisors.
- He went on to be elected three more times, and served a total of 16 years on the Board.
- Mr. Bracey has fond memories of his service on the Board and shared that his favorite part was "helping people who didn't believe they could help themselves".
- Dinwiddie County experienced growth during his 16 year tenure and he lists "paid retirement for teachers" and "remodeling of several school buildings" among the Board's greatest accomplishments during this time.
- After leaving the Board of Supervisors in 2003, Mr. Bracey considers himself "officially retired".
- He lives in Petersburg, and spends his time watching television, reading and caring for his 94 year old mother, Ms. Mabel Bracey Scott.

Yvonne Edwards Myrick
2016 Dinwiddie County Hometown Hero
Bio

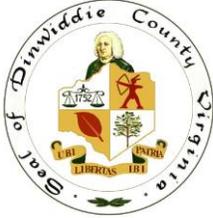
- Yvonne Edwards Myrick was born November 12, 1922, in Dinwiddie County, to John Esten Edwards and Grace Lee Harper.
- She graduated from the Dinwiddie Normal School in 1942.
- Yvonne is the wife of the late Cornelius Myrick, Jr. To this union were born three children
 - Joyce M. Simmons
 - Barbara M. Jones; and
 - The late, Wallace (Zeke) Myrick
- Mrs. Myrick has three grandchildren and five great-grandchildren.
- The Edwards family has lived around what is known as “Edwards Crossroads” for more than one hundred years.
- In 1926, Yvonne’s uncle Algie Simmons purchased lands at the intersection of Old Stage and Flatfoot Roads in Dinwiddie County. On this land, he built a home and a small grocery store.
- In 1935, Yvonne’s father purchased the store from his brother and in 1943 the store was renamed “J.E. Edwards Grocery”.
- Edwards Grocery grew to become a gathering place for the community.
- People visited the store for friendship, laughter and outstanding food!
- The store was well-known for its hot fried chicken, navy beans and homemade baked goods.
- This small, family-owned business, that had become a landmark in Dinwiddie County, closed its doors in June of 2009, after 79 years of operation.
- Mrs. Myrick is a member of Little Zion Baptist Church in Dinwiddie.
- She instilled in her children, grandchildren and now great-grandchildren the sense of family and community values.
- At 94 years young, Mrs. Myrick enjoys attending church, shopping, traveling and feeding family & friends!
- Everyone who knows her, knows that her door is always open!
- We thank Mrs. Myrick for the contributions that she and her family have made to Dinwiddie County.

Geraldine Edmonds Spicely

2016 Dinwiddie County Hometown Hero

Bio

- Geraldine Edmonds Spicely was born November 26, 1927 in Dinwiddie County, Virginia.
- She is the daughter of the late Joseph and Ruth Berry Edmonds.
- Geraldine graduated from Virginia State College, now University, in 1949.
- She taught at Dinwiddie Training School and Southside High School.
- She taught English, History and Reading in Dinwiddie County and in Germany.
- Geraldine is married to Retired Colonel Samuel B. Spicely, also of Dinwiddie County.
- They have two daughters: Artrelle L. Spicely is a nurse at MCV Hospital and lives in Richmond, VA and Samelia B. Spicely, who currently resides with her mother.
- Geraldine has volunteered more than 20 years at the Dinwiddie Branch of the Appomattox Regional Library.
- She was the Secretary of the Friends of the Library Dinwiddie.
- She has also served as Secretary of the Dinwiddie Lions Club; of which she is a Charter Member.
- Mrs. Spicely served for eight years on the Dinwiddie County School Board, during which time, she held the positions of Chairman and Vice Chairman.
- She also served on Dinwiddie County's Residential Growth Committee and the Dinwiddie County Youth Advisory Board.
- She was inducted into the sisterhood of Zeta Phi Beta Sorority, Inc. in 1947 and is a Life Member of the organization.
- Geraldine is a member of the Mount Poole Baptist Church in Ford, Virginia, where she has served as Hospitality Chairman for 32 years. She has also served as Sunday School Teacher and Sunday School Superintendent.
- Mrs. Spicely continues to be involved in several ministries within the church.
- Col. and Mrs. Spicely were high school sweethearts and the only two members of their 1945 graduating class to marry.
- They have been married for 64 years and have lived in Germany, Kansas, Kentucky and Maryland. The Spicely's have traveled to Switzerland, Italy and Austria.
- While they have enjoyed seeing the world, there's no place like home.
- On behalf of the Board of Supervisors, I would like to thank Mrs. Geraldine Spicely for her contributions and continued service to Dinwiddie County and welcome her as a 2016 Dinwiddie County Hometown Hero.



Dinwiddie County Planning Department

14016 Boydton Plank Road - Drawer 70

Dinwiddie, VA 23841

Phone: (804) 469-4500

Fax: (804) 469-5322

MEMORANDUM

To: W. Kevin Massengill, County Administrator and Board of Supervisors

From: Mark Bassett, Planning Director

Date: February 9, 2016

Subject: February 16, 2016 Board of Supervisors Public Hearing for AC-16-1

Please find the attached Planning Commission meeting summary report for Conditional Use Permit (CUP) Amendment request, AC-16-1. The applicant, Iluka Resources Inc., acting on behalf of the property owners Harry J. Edwards Jr. or Frances Rose Edwards and Robert C. Perkins Farms, LLC, is seeking an amendment to remove two parcels from Conditional Use Permit (CUP), C-13-2, which was approved on July 16, 2013 to utilize the following described properties as a mineral sands mine with a new wet concentrator plant and initial tailings area.

After the Planning Commission heard the request at their January 13, 2016 meeting, the Planning Commission recommended approval with conditions to the Board of Supervisors of the request for an amendment to the original conditional use permit to remove the two aforementioned properties by a vote of 7-0.

Planning Commission Mtg. Summary Report

File #: AC-16-1
Applicants: Iluka Resources Inc., acting on behalf of the property owners Harry J. Edwards Jr. or Frances Rose Edwards and Robert C. Perkins Farms, LLC
CUP Amendment: To remove the subject property from the original CUP, C-13-2, that was approved by the Board of Supervisors on July 16, 2013 to operate an open pit mineral sands mining operation with a wet mill concentrator site, and an initial tailings area
Property Location: South of McKenney Hwy. (Hwy. 40) at the intersection of Jones Road (Route 659) and Walker's Mill Road (Route 665) one having frontage on the northwest side of Jones Road and north side of Walker's Mill Road and the other having frontage on the north and south sides of Walker's Mill Road
Tax Map Parcel #'s: 94-14 and 94-26
Property Size: Approximately 341.0 acres
Current Zoning: Agricultural, General, A-2
Magisterial District: Sapony
Planning Commission Mtg.: January 13, 2016

CUP REQUEST

The applicant, Iluka Resources Inc., acting on behalf of the property owners Harry J. Edwards Jr. or Frances Rose Edwards and Robert C. Perkins Farms, LLC, is seeking an amendment to remove the following parcels from Conditional Use Permit (CUP), C-13-2, which was approved on July 16, 2013 to utilize the following described properties as a mineral sands mine with a new wet concentrator plant and initial tailings area. The two properties being removed total approximately 341.0 acres and are located to the south of McKenney Hwy. (Hwy. 40) at the intersection of Jones Road (Route 659) and Walker's Mill Road (Route 665) one having frontage on the northwest side of Jones Road and north side of Walker's Mill Road and the other having frontage on the north and south sides of Walker's Mill Road. The properties are designated as Tax Map Parcels 94-14 and 94-26, and the properties are zoned A-2, Agricultural General, which allows such use upon receiving a Conditional Use Permit. Tax Map Parcels 94-14 and 94-26, totaling approximately 341.0 acres, were to house the wet concentrator plant and tailings area. The County's Comprehensive Land Use Plan places this property within the Rural Conservation Area which allows limited commercial, industrial development at the Ordinance defined density.

RELATED ATTACHMENTS

- CUP Amendment Application and Location Map

OVERVIEW OF THE ORIGINAL/APPROVED MINING OPERATION

The proposed open pit mineral sands mining operation is a continuation of the existing mineral sands mining that has taken place in the Stony Creek area in the southeastern portion of the County under the existing Conditional Use Permit (CUP), C-95-2, that was approved by the Board of Supervisors on October 4, 1995. This existing mining operation is known as "Old Hickory" and encompasses approximately 1,700 acres located near and to the south of State Route 40 between I-95 and I-85 (please see Table 2 and Figure 4 in the CUP Support Document for the parcels approved under CUP, C-95-2). The mineral sands that are mined as part of this operation contain titanium and zircon.

The mineral sands are found in this general area of the County west of Interstate 95. Currently in Virginia, there is a mineral separation plant in Stony Creek and two active mine sites, one in Greensville County and one in Dinwiddie/Sussex Counties which include a wet concentrator plant at each site. Reclamation, mining, and related operations are ongoing under the Virginia Department of Mines, Minerals and Energy (VDMME) permit, and the operations are in accordance with conditions of the existing CUP, C-95-2, and the conditions of the appropriate state and federal permits.

As indicated in the CUP Support Document, Iluka is proposing to continue the mining and reclamation operation for mineral sands in Dinwiddie County area on parcels located within the previously approved CUP, C-95-2, as well as on the additional parcels made part of this application. As indicated in the CUP request summary support document, Iluka is proposing to construct a new wet concentrator plant and initial tailings area on Tax Map Parcels 94-14 and 94-26 for which Iluka is the contract purchaser (please see Figures 5 and 6 in the CUP Support Document).

The actual mining method to be implemented on the subject parcels is similar to what was used at the existing Old Hickory operations, and if the CUP request is approved the current VDMME permit and operations plan is to be expanded to include the proposed new mine parcels. The mining process begins on a parcel by first installing the erosion and sediment control devices which include silt fencing, hay bales, diversionary berms, and sediment traps around the individual mine cells. The next step in the mining process involves clearing of vegetation with crops or timber harvested, followed by root-raking to expose the topsoil. The topsoil is then removed and used to create the required berms around the mine cells. The berms are also used for visual screening, noise attenuation, and dust suppression. The mining preparation activities are generally initiated from six to 24 months prior to excavation and the size of these mine cells varies based on the localized ore body. The ore body is a mixture of mineral sands (up to 5%), quartz sand (approx. 65%) and kaolinite clay (approx. 30%). The depths of the mining in a cell average from 30 to 35 feet, with maximum depths of 50 to 60 feet.

The ore material is mined using an excavator (no blasting is used to extract the material) and the material is then placed into the mobile mining unit which mechanically breaks up clay and adds water to create slurry. The mining unit hydraulically pumps the slurry via HDPE piping system to a mobile trommel to screen out roots and oversized materials. Any water that is captured will be utilized for make-up water in the mining process. At this mobile-field trommel, rocks, gravel, roots, and clay balls are removed. Upon completion of the screening in the trommel, the ore is transported as slurry to the wet concentrator plant for final processing. Ultimately, after processing at the wet concentrator plant, the processed mineral sand is loaded onto trucks and hauled for processing at the dry-mill facility located in Stony Creek, and it is estimated that there will be 20-30 truckloads per day leaving the concentrator site. The tailing sands (tailings) are pumped back to the mine cells for use in reclamation activities. All water used in these processes is returned to the clarifying pond for reuse, with make-up water coming from capture of stormwater in the mine cell, surficial water table dewatering in the mine cell, decanting from reclamation activities, and other sources such as groundwater wells and surface water bodies.

The post mine land use will return to the pre-mine agricultural use. The mine cell sites are to be reclaimed by revegetating the site using the methods described in the reclamation methodology report as set forth in the CUP Support Document provided by the applicant.

ZONING ANALYSIS

The properties surrounding the subject property include single-family residential dwellings, farms, crop land, and forestal land uses, and the properties are currently zoned A-2, Agricultural, General. The proposed mineral sands mining operation is to no longer occur on the subject parcels and is to remain in place on the parcels listed in CUP Application, Exhibit A and as shown on the map in Exhibit B.

The surrounding properties are zoned Agricultural, General, A-2, and Zoning Ordinance Section 22-75, Permitted Uses, (49) allows open pit mining with a conditional use permit. As designated by the Comprehensive Land Use Plan, the subject property is within the Rural Conservation Area. As such, the Comprehensive Plan states that this general area of the County is expected to accommodate limited commercial and industrial development at the Zoning Ordinance defined density.

REVIEW OF ORIGINAL OVERVIEW OF IMPACTS

The Virginia Department of Mines, Minerals, and Energy (VDMME) will issue and oversee the required permit/license to operate the proposed mine. The mining operation will be subject to the conditions of the permit/license. Safety and reclamation practices are made a part of the permit as are periodic inspections by the operator and VDMME inspector.

Public Utilities, School System, & Public Safety Impacts

The utilities are handled on-site with a well and septic system for the wet concentrator site located at the property located on Jones Road. There are no impacts to the school system with the proposed mining operation. There are public safety issues involved with the proposed use, and the CUP conditions address the safety related impacts of the mining operation as do the Federal and State guidelines for mining operations. Dinwiddie Public Safety did not identify any specific public safety impacts that needed to be covered by specific conditions directly relating to Dinwiddie County Public Safety operations.

Transportation Impacts

The impacts on the transportation network are being addressed by VDOT through the commercial entrance permit process for the entrance to the proposed concentrator site as well as for any other mining related entrances that may require a VDOT entrance permit, and for any pipeline road crossings that may require permitting by VDOT. VDOT is reviewing the request to allow for a separate entrance and exit to the concentrator site. It is estimated that there will be a maximum of 90 vehicle trips per day at the concentrator site which include employee vehicle trips and hauling truck trips. Prior to commencement of the mining operation and during the operation of the mine the applicant will comply with all VDOT permitting requirements and entrance design and construction requirements and specifications, including but not limited to driveway entrance alignments and design standards, sight line requirements including sight easements, and tapers and/or turning lanes.

Other potential impacts are outlined in the applicant's CUP Support Document and include measures for protecting wetlands, upland communities, protected species, biological features, prime farmland, archeological/historical sites, and quality of life impacts such as site lighting, dust and noise. Staff has included related CUP conditions for addressing the impacts of the mining operation under the Staff Recommendation.

Planning Staff Recommendation:

The staff reviewed the request for the amendment to the original conditional use permit, C-13-2, and recommends approval of the request to remove the two subject parcels from the original CUP, C-13-2, with the understanding that the following Board of Supervisors approved conditions under C-13-2 remain in full effect:

C-13-2 Approved Conditions:

1. Generally. The use of the property shall be limited to the open pit mineral sands mining operation to include the wet concentrator plant, tailings storage areas and associated transportation and which shall be subject to this conditional use permit. Open pit mineral sands mining and the associated processing and storage may occur only on Tax Map Parcels 93-21F, 93-36, 93-34A, 84-21, 94-21, 94-15, 93-31D, 94-16B, 94-16, 94-26, 94-7, 84-23, 84-23A, 84-24, 94-11, 94-14, and 84-26, as identified in the CUP application. The wet concentrator plant and tailings storage areas are to be located only on Tax Map Parcels 94-14 and 94-26.
2. Time and manner of operation. The days and hours of operation for mining and transportation to and from the mining sites and concentrator and tailings sites shall be 365 days per year and 24 hours each day.
3. Mining pits/cells; depths. The maximum depth of the mine pit/cells shall not exceed seventy five (75) feet as measured from the initial ground elevation above the bottommost point of the mining pit/cells although greater depth shall be permitted for reclamation purposes.
4. No blasting allowed. No blasting shall be allowed on the mine sites as part of the mining operation. All mining shall be done utilizing earth moving equipment.
5. No public access. No public access shall be permitted to the mining, wet concentrator and tailings storage sites unless approved and accompanied by the mining operator.
6. Berms for mine sites/cells close to property lines. Mining sites/cells in close proximity to an adjacent property line that is not part of a parcel approved to be mined under this CUP and/or CUP, C-95-2, shall have an earthen berm buffer at or in close proximity to the mine pit/cell or mined site a minimum of three (3) feet in height and a minimum of four (4) feet in width at the top of the berm. Each berm shall be seeded.
7. Setbacks. Setbacks from road right-of-ways, property lines and residences will be based on Dinwiddie County Zoning criteria and VDMME criteria.
8. Hauling operations. A maximum monthly average of fifty (50) product truckloads of mining material per day to include sand, gravel, topsoil, overburden, spoils, and tailings shall be hauled from the concentrator and tailings sites each day (in a 24-hour period). The operator shall be required to make a daily inspection of the road within 200 hundred feet of any entrance to the mine, concentrator, and tailings storage sites and shall be required to sweep any debris within 200 hundred feet of any entrance to the aforementioned locations placed on the road by the hauling of sand, gravel, top soil, overburdens, oil, tailings, and other materials associated with the operation of the mining operation. The general haul route from the wet concentrator plant to the dry mill shall be as set forth in Figure 7 of the CUP Support Document that is made a part of the CUP request. Hauling operations shall be confined to the period from 6 a.m. to 7 p.m. daily.
9. VDOT and/or County road maintenance issues. Coordination with the VDOT and Dinwiddie County shall be a continuous effort in order to preclude and/or correct any road problems arising from the mining operation.
10. VDOT entrance standards. The operator shall comply with all VDOT permitting requirements including entrance design and construction requirements and specifications, including but not limited to driveway entrance alignments and design standards, sight line requirements including sight easements, and tapers and/or turning lanes.

11. Soil productivity and soil stabilization. The mining operator shall consult with Virginia Tech or other soil and farming experts to address issues related to soil productivity and soil stabilization.
12. Wetlands. All wetland impacts will be properly permitted with the Virginia Department of Environmental Quality and U.S. Army Corps of Engineers with appropriate mitigation provided, if warranted.
13. 100-year floodplain. The mining operator shall strive to avoid impacting and strive to preserve the 100-year floodplain areas and shall use riparian buffers which are 50 feet wide along all sides of stream and wetland resources.
14. Animal habitats. Shall be restored in accordance with approved post-mining land use by the Virginia Department of Mines, Minerals and Energy.
15. Well and well-field impacts. The mining operator shall develop a well mitigation plan to mitigate any impacts to adjacent property owners who are well water users, which shall include well repairs and well replacement with an equivalent or better well where any such issues are directly attributable to the mining operator's operations.
16. Quality of life impact reduction measures. Dust from the mining operations shall be suppressed using BMP's such as watering of roadways and open areas. Berms and vegetative buffers shall be incorporated into the wet concentrator plant site for aesthetics and noise attenuation including but not limited to a berm ten (10) feet tall with landscaping on the Jones Road side shall be constructed between the two truck entrances at the concentrator site. Flashing or strobe lights as well as directional back-up alarms shall be used during evening hours instead of omni-directional back-up alarms to reduce evening noise. Directional lighting shall be used during evening hours and shall be directed inward and downward to the site to minimize off site glare to the greatest extent possible.
17. Signage. The applicable signage must be maintained on all four sides of the property being mined.
18. Permits, reports, etc.
 - a. All applicable federal, state, and local permits shall be obtained and filed with the Dinwiddie County Planning Department prior to commencing operations. This conditional use permit is effective only upon receipt by the Dinwiddie County Planning Department of all such permits.
 - b. All applicable federal, state, and local permits shall be maintained in good standing by owner/operator. Upon request the Owner/operator shall provide copies of such permits to Dinwiddie County Planning Department. Failure to maintain all applicable permits shall be grounds for revocation of this conditional use permit.
 - c. Copies of violations and/or reports to or from applicable federal and state agencies shall be made available to Dinwiddie County upon request of the County.
19. Compliance with laws. All operations pursuant to this conditional use permit shall be conducted in compliance with all applicable federal, state and local laws and regulations.
20. Annual review. This conditional use permit shall be reviewed by the Planning Director or his designee a minimum of once per calendar year to evaluate compliance with conditions contained herein.

PLANNING COMMISSION RECOMMENDATION

At the January 13, 2016 Planning Commission meeting, the Planning Commission held the Public Hearing for the subject CUP request and took the following action on the request:

After hearing the Planning Staff Report, the Chairman asked the members if they had any questions for Mr. Bassett. He said if not would the applicant or their representative like to come forward and add anything additional.

Mr. John Frazier, a representative of Kleinfelder Inc., located at 3500 Gateway Centre Blvd, Suite 200, Morrisville, NC, the agent for Iluka Resources, Inc., said he didn't have anything else to add but would answer any questions the Planning Commissioners would have.

The Chairman said if there are no questions for Mr. Frazier he was opening the public hearing portion of the case and asked if there was anyone signed up to speak. Hearing that there was no one he closed the public hearing. He told the Commissioners he would entertain a motion if they had nothing else to add.

Mr. Blaha made a motion and read the following: BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated 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, I move that conditional use permit amendment, AC-16-1, as presented be recommended for approval with conditions to the Board of Supervisors. It was seconded by Mr. Tucker and with Mr. Blaha, Mr. Cunningham, Mr. Tucker, Mr. Hayes, Mr. Simmons and Dr. Prosise voting "AYE" the Amendment to Conditions was approved.

BOARD ACTION

Since this is a zoning matter, the standard statement regarding Board action on this zoning matter must be read. In order to assist, staff prepared the following Resolution:

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated 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, I move that conditional use permit amendment, AC-16-1, as presented be (approved, approved with conditions, or disapproved) by the Board of Supervisors.



Dinwiddie County
 Planning Department
 P. O. Drawer 70
 Dinwiddie, Virginia 23841
 (804) 469-4542 ext 117
 (804) 469-5322 /fax

AC-116-1

Rec'd <u>12/11/15</u>	Case No.: <u>15-491</u>
Date Rec'd _____	Fee Amount: <u>1500</u>
Time Rec'd _____	Receipt No: <u>28531</u>
Pre-Application Conference Date: _____	
This application has been amended: YES NO	
Reviewed by: <u>[Signature]</u>	

LAND USE AMENDMENT APPLICATION

*Information must be typed or printed and completed in full.
 Attach additional pages where necessary.*

1) LAND USE INFORMATION		
(Circle): <u>BOS</u> PC / BZA	New/Renewal	Amend Previous Case: <u>Y</u> N
	Previous/Renewed Case#: <u>C-2-13</u>	Land Use Taxation: Y / N
Application Type: (Circle One): <input type="checkbox"/> Variance <input type="checkbox"/> Administrative Variance <input type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Rezoning <input type="checkbox"/> Street Vacation <input type="checkbox"/> Special Exception <input checked="" type="checkbox"/> Amendment		
Description of Request: <u>Amend CUP C-2-13 to remove parcels 94-26 and 94-14</u>		
Existing Zoning: <u>A-2</u>	Existing Acreage: <u>2248.47</u>	
Proposed Zoning: <u>A-2</u>	Proposed Acreage: <u>1907.47</u>	
	Total Acreage: _____	
Water (Circle One): Public	Well	
Sewer (Circle One): Public	On-site Well and Septic	
Attached: (circle): <u>Miscellaneous Information</u> Master Plan/Textual Statement/Proffered Conditions		

2) APPLICANT/AGENT INFORMATION		
Applicant(s): <u>Iluka Resources Inc.</u>	Home/Cell# _____	
Address: <u>12472 St. John Church Road, Stony Creek, VA 23822</u>	Work# <u>434-348-4300</u>	
Agent(s): <u>Kleinfelder, Inc.</u>	Home/Cell# _____	
Address: <u>3500 Gateway Centre Blvd, Suite 200, Morrisville, NC 27560</u>	Work# <u>919-755-5011</u>	

3) PROPERTY OWNER INFORMATION	
Property Owner's Name and address (see note on last page): See Exhibit A _____ _____ _____	Property Owner's Mailing Address (If this address is different from that listed in the Assessor's Office.): See Exhibit A _____
Property Tax Parcel Number: See Exhibit A	Phone# _____
Is the applicant: <input type="checkbox"/> Property Owner <input type="checkbox"/> Contract Purchaser <input checked="" type="checkbox"/> Other: <u>Mineral Lease</u>	

4.)

SUBJECT PARCEL INFORMATION

General Location of Project: The parcels requested for removal are located to the south of McKenney Hwy (VA Hwy 40) on Walkers Mill Rd (SR 665). Please refer to Exhibit B for a map depicting the CUP parcels and those requested for removal.

Tax Map # _____
Subdivision Name: _____
Section: _____ **Block** _____
Address: _____
Zoning: _____ **Acreage:** _____
Existing Use: _____
Conditions: _____

Tax Map # _____
Subdivision Name: _____
Section: _____ **Block** _____
Address: _____
Zoning: _____ **Acreage:** _____
Existing Use: _____
Conditions: _____

Tax Map # _____
Subdivision Name: _____
Section: _____ **Block** _____
Address: _____
Zoning: _____ **Acreage:** _____
Existing Use: _____
Conditions: _____

Tax Map # _____
Subdivision Name: _____
Section: _____ **Block** _____
Address: _____
Zoning: _____ **Acreage:** _____
Existing Use: _____
Conditions: _____

1. Explain fully the proposed use, type of development, operation program, reason for this request, etc.:

Iluka Resources, Inc. (Iluka) is requesting removal of parcels 94-26 and 94-14 from CUP C-2-13.

2. State how this request will not be materially detrimental to adjacent property, the surrounding neighborhood or county in general. Include, where applicable, information concerning: Use of public utilities; effect of request on public schools; effect on traffic, to include means of access to nearest public road; effect on existing and future area development; etc.:

Other than removal of the parcels, there is no change to the previously approved CUP C-2-13.

3. List case numbers and explain any existing use permit, special exception, conditional use or variance previously granted on the parcels in question:

The parcels requested for removal from CUP C-2-13 were included in CUP C-2-13, which was approved on July 16, 2013.

4. If requesting a variance or special exception, explain the unique physical hardship or extraordinary situation that is justification for the request:

No variance or special exception is being requested as part of this application.

5. Complete names and address (including Zip codes) of all owners adjacent, across the road or highway from the property and across any railroad right-of-way, creek, river, from such property must be obtained by the applicant from the Commissioner of the Revenue, Pamplin Administration Building. If such property lies in another county or city, the respective jurisdiction will provide this information to the applicant. Applications with incomplete parcel information will not be accepted.

Please see Exhibit C.

6. The required fee must accompany this application. A fee schedule is available from the Planning Department, 14016 Boydton Plank Road, Pamplin Administration Building, Dinwiddie Virginia. Checks must be made payable to: "Treasurer, County of Dinwiddie".
7. Enclosed with the application, a copy of the appropriate county tax map with the property marked (provided at pre-application conference) and, if available, a surveyed plat of the entire parcel.
8. Enclose with this application any required plans or plats (plans must be folded).
9. I/We hereby certify that to the best of my/our knowledge all the above statements and the statements contained in any exhibits transmitted are true and that the adjacent property owners listed herewith are the owners of record as of the date of the application:

Date: 11 December, 20 15

SIGNATURE OF AGENT* _____
 (Name of person other than, but acting for, the property owner and responsible for this application.)

AGENT'S NAME _____
 (Typed or printed)

SIGNATURE OF APPLICANT** Shane Tilka
 (Same name as used in Item 2, Page 1)

APPLICANT'S NAME Shane Tilka General Manager US Operations
 (Typed or printed)

Notes: Incomplete application will not be accepted. Any request that requires plans must be accompanied by those plans at the time submission of the application.

*Agent must file power of attorney from the property owner(s) giving the agent authority to submit this application.

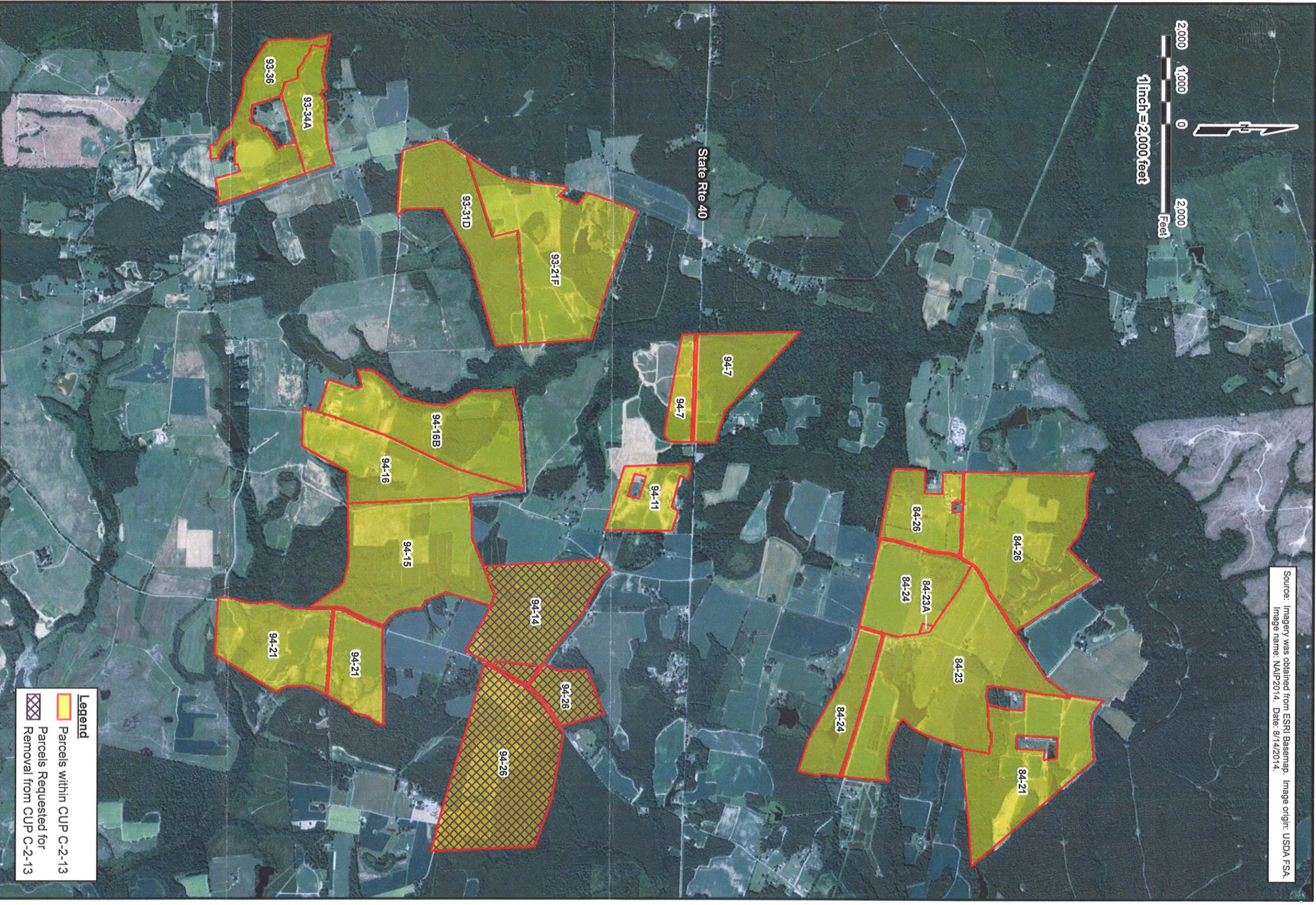
** If the applicant is not the owner of the property, the applicant must file power of attorney from the property owner(s) giving the applicant authority to submit this application.

Exhibit A
Request of Parcel Removal from CUP C-2-13

Existing CUP C-2-13 Parcels			
Property Owner Name	Property Owner Mailing Address	Tax Parcel #	Acreage
ABERNATHY JAMES DONNON	24101 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-21F	174.40
ABERNATHY RONALD C	25308 COURTHOUSE RD, STONY CREEK, VA 23882	93-36	84.39
ABERNATHY RONALD CLYDE &	25308 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-34A	45.92
BARNES ROBERT STANLEY	24511 LAKE DRIVE, PETERSBURG, VA 23803	84-21	141.51
BARNES VIRGINIA BAIN & OWEN	P O BOX 384, JARRATT, VA 23867	94-21	156.00
BASS WILLIAM CARLTON	24236 MILL RUN ROAD, STONY CREEK, VA 23882	94-15	160.00
BUTLER LUMBER CO INC	1504 SANTA ROSS RD STE 100, RICHMOND, VA 23229	93-31D	157.00
CLARKE C RAY	25408 MILL RUN ROAD, STONY CREEK, VA 23882	94-16B	108.28
CLARKE C RAY & LINDA P	25408 MILL RUN ROAD, STONY CREEK, VA 23882	94-16	140.50
EDWARDS FRANCES ROSE LIFE &	1009 BALDWIN ROAD, RICHMOND, VA 23229	94-26	230.90
HARRISON SANDRA B &	6205 COURTHOUSE RD, CHURCH ROAD, VA 23833	94-7	97.50
JOHN ROBERT FRASER TRUSTEE OF JOHN	20400 BAIN RD, STONY CREEK, VA 23882	84-23	286.37
JOHN ROBERT FRASER TRUSTEE OF JOHN	20400 BAIN RD, STONY CREEK, VA 23882	84-23A	2.13
JOHN ROBERT FRASER TRUSTEE OF JOHN	20400 BAIN RD, STONY CREEK, VA 23882	84-24	73.00
JOHNSON THOMAS E	19975 MCKENNEY HIGHWAY, STONY CREEK, VA 23882	94-11	44.18
ROBERT G PERKINS FARMS LLC	21809 RAINEY RD, DINWIDDIE, VA 23841	94-14	110.10
THOMPSON BONNIE SUE BAIN & BAIN	19605 BAIN RD, DINWIDDIE, VA 23841	84-26	236.29
		Total	2248.47

CUP C-2-13 Parcels Requested for Removal			
Property Owner Name	Property Owner Mailing Address	Tax Parcel #	Acreage
EDWARDS FRANCES ROSE LIFE &	1009 BALDWIN ROAD, RICHMOND, VA 23229	94-26	230.9
ROBERT G PERKINS FARMS LLC	21809 RAINEY RD, DINWIDDIE, VA 23841	94-14	110.10
		Total	341.00

Proposed CUP C-2-13 Parcels			
Property Owner Name	Property Owner Mailing Address	Tax Parcel #	Acreage
ABERNATHY JAMES DONNON	24101 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-21F	174.40
ABERNATHY RONALD C	25308 COURTHOUSE RD, STONY CREEK, VA 23882	93-36	84.39
ABERNATHY RONALD CLYDE &	25308 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-34A	45.92
BARNES ROBERT STANLEY	24511 LAKE DRIVE, PETERSBURG, VA 23803	84-21	141.51
BARNES VIRGINIA BAIN & OWEN	P O BOX 384, JARRATT, VA 23867	94-21	156.00
BASS WILLIAM CARLTON	24236 MILL RUN ROAD, STONY CREEK, VA 23882	94-15	160.00
BUTLER LUMBER CO INC	1504 SANTA ROSS RD STE 100, RICHMOND, VA 23229	93-31D	157.00
CLARKE C RAY	25408 MILL RUN ROAD, STONY CREEK, VA 23882	94-16B	108.28
CLARKE C RAY & LINDA P	25408 MILL RUN ROAD, STONY CREEK, VA 23882	94-16	140.50
HARRISON SANDRA B &	6205 COURTHOUSE RD, CHURCH ROAD, VA 23833	94-7	97.50
JOHN ROBERT FRASER TRUSTEE OF JOHN	20400 BAIN RD, STONY CREEK, VA 23882	84-23	286.37
JOHN ROBERT FRASER TRUSTEE OF JOHN	20400 BAIN RD, STONY CREEK, VA 23882	84-23A	2.13
JOHN ROBERT FRASER TRUSTEE OF JOHN	20400 BAIN RD, STONY CREEK, VA 23882	84-24	73.00
JOHNSON THOMAS E	19975 MCKENNEY HIGHWAY, STONY CREEK, VA 23882	94-11	44.18
THOMPSON BONNIE SUE BAIN & BAIN	19605 BAIN RD, DINWIDDIE, VA 23841	84-26	236.29
		Total	1907.47



The information included on this graphic representation has been prepared from the best available sources and is subject to change without notice. Kleinfeilder is not responsible for any errors or omissions, or for the use of such information. This document is not intended for use as a land survey product nor is it designed or intended as a construction design document. The use or misuse of the information contained on this graphic representation is at the sole risk of the party using or misusing the information.



PROJECT NO. 20163385.001A
 DRAWN: 12/10/2015
 DRAWN BY: NL
 CHECKED BY: JDF
 FILE NAME: 15-1210-Iluka Hickory-CUP C-2-13.mxd

CUP C-2-13 Amendment Request

Legend
 Parcels within CUP C-2-13
 Parcels Requested for Removal from CUP C-2-13

Iluka Resources Inc.
 Dinwiddie County, Virginia

EXHIBIT **B**

Exhibit C
CUP C-2-13 Adjacent Parcels List

Property Owner Name	Property Owner Mailing Address	Tax Parcel #
ABERNATHY DWAYNE H	24022 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-21B
ABERNATHY DWAYNE H	24022 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-21D
ABERNATHY DWAYNE H	24022 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-21D
ABERNATHY DWAYNE H	24022 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-21
ABERNATHY FLOYD W JR	16215 MCKENNEY HWY, MCKENNEY, VA 23872	94-6
ABERNATHY J D &	24101 COURTHOUSE ROAD, STONY CREEK, VA 23882	94-8B
ABERNATHY RYAN C OR LINDLEY W	25506 COURTHOUSE RD, STONY CREEK, VA 23882	93-36A
AMERICAN TIMBERLAND LLC	1180 W PEACHTREE ST STE 1200, ATLANTA, GA 30309	84-21A
AMERICAN TIMBERLAND LLC	1180 W PEACHTREE ST STE 1200, ATLANTA, GA 30309	85-2
ARNOTT JONI CARRAWAY	20020 HORSESHOE ROAD, CARSON, VA 23830	95-24
AVERY RICHARD H JR	5558 LENNIE ROAD, MCKENNEY, VA 23872	94-28E
BAIN GLORIA S	22012 BARNES ROAD, DINWIDDIE, VA 23841	84-25A
BAIN JOHN F JR	19605 BAIN RD, DINWIDDIE, VA 23841	95-1
BAIN JOHN F JR	19605 BAIN RD, DINWIDDIE, VA 23841	95-1
BAIN JOHN F JR	19605 BAIN RD, DINWIDDIE, VA 23841	95-1
BAIN JOHN F JR	19605 BAIN RD, DINWIDDIE, VA 23841	95-1
BAIN JOHN F JR & DEBORAH L	19605 BAIN RD, DINWIDDIE, VA 23841	84-29
BAIN JOHN F JR & DEBORAH L	19605 BAIN RD, DINWIDDIE, VA 23841	84-26B
BAIN PRESTON C EST	19208 BAIN ROAD, DINWIDDIE, VA 23841	84-27
BAIN RUBY A LIFE RIGHT	15003 NASH ROAD, DEWITT, VA 23840	84-26C
BAIN WARREN C & NANCY B	14512 SLEEPY HOLLOW RD, DINWIDDIE, VA 23841	84-22
BAIN WARREN C & NANCY B	14512 SLEEPY HOLLOW RD, DINWIDDIE, VA 23841	85-11
BAIN WILLIAM BUNN	19509 BAIN ROAD, DINWIDDIE, VA 23841	84-25
BAIN WILLIAM BUNN	19509 BAIN ROAD, DINWIDDIE, VA 23841	84-28
BARNES DAVID MICHAEL	272 TWIN PONDS RD, LAWRENCEVILLE, VA 23868	100-25A
BARNES DAVID MICHAEL	272 TWIN PONDS RD, LAWRENCEVILLE, VA 23868	93-2-3
BARNES JASON R	2311 MCKENNEY HWY, STONY CREEK, VA 23882	93-36B
BARNES WILLIAM A JR TRUSTEE	9713 HOLLYWOOD DRIVE, DISPUTANTA, VA 23842	94-20
BASS WILLIAM C & KENNEDY SUE ELLEN	24232 MILL RUN RD, STONY CREEK, VA 23882	94-25
BASS WILLIAM CARLTON & THELMA C	24236 MILL RUN ROAD, STONY CREEK, VA 23882	94-13B
BASS WILLIAM CARLTON & THELMA C LE	24236 MILL RUN ROAD, STONY CREEK, VA 23882	94-13
BOLSTER H L MRS	17719 BOLSTERS ROAD, STONY CREEK, VA 23882	93-37
BOLSTERS GROVE FARM LLC	17716 BOLSTERS RD, STONY CREEK, VA 23882	100-23
BONNER HATTIE D	23322 WALKERS MILL ROAD, STONY CREEK, VA 23882	95-2-1
BRANCH MAGGIE ESTATE	20517 MCKENNEY HWY, STONY CREEK, VA 23882	94-5
BROWN CYNTHIA S & HOWARD A JR	20517 MCKENNEY HWY, STONY CREEK, VA 23882	94-5B
CARRAWAY CLYDE F & EDITH C	17979 FLATFOOT ROAD, DINWIDDIE, VA 23841	94-28F
CARRAWAY RANDOLPH G	12328 POLE RUN RD, DISPUTANTA, VA 23842	94-25A
CLARKE C RAY &	25408 MILL RUN ROAD, STONY CREEK, VA 23882	94-16A
CLARKE CARL R JR & CHRISTIE D	15077 SANDY FIELD RD, STONY CREEK, VA 23882	94-16C
CLAY ALEX ABERNATHY OR JESSICA C	24712 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-21G1
CLAY DEBORAH A	25110 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-34
CLAY DEBORAH A	25110 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-21G
COUNTY OF DINWIDDIE	P O BOX 70, DINWIDDIE, VA 23841	94-6B
EASTERN WOODLANDS CORP	P O BOX 1570, PETERSBURG, VA 23805	95-3A1
GRIFFIN HENRY D	19398 MCKENNEY HIGHWAY, STONY CREEK, VA 23882	94-2B
GRIFFIN PATRICK HENRY &	19404 MCKENNEY HIGHWAY, STONY CREEK, VA 23882	94-2A
GRIFFIN PATRICK HENRY &	19404 MCKENNEY HWY, STONY CREEK, VA 23882	94-6A
GUNN DAVID A & SARAH C	25350 MILL RUN ROAD, STONY CREEK, VA 23882	94-16D
HAMILTON BILLY RAY SR & KAREN L	23009 JONES ROAD, STONY CREEK, VA 23882	94-34A
HARRISON SANDRA B &	6205 COURTHOUSE RD, CHURCH ROAD, VA 23833	93-38
HARRISON SANDRA B &	25713 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-38C
HARRISON SANDRA B &	6205 COURTHOUSE RD, CHURCH ROAD, VA 23833	94-24
HARRISON SANDRA B &	6205 COURTHOUSE RD, CHURCH ROAD, VA 23833	94-8
HAZLE DANIEL W & MYRA P	24350 COURTHOUSE RD, STONY CREEK, VA 23882	93-21C
JACOB SHARON	22209 BARNES ROAD, DINWIDDIE, VA 23841	84-21D
JOHNSON JAMES E	24 BLOOMER DR, BURLINGTON, NJ 8016	94-11B
JOHNSON JAMES N LIFE ESTATE	19717 MCKENNEY HIGHWAY, STONY CREEK, VA 23882	94-11A

Property Owner Name	Property Owner Mailing Address	Tax Parcel #
JONES ANANIAS T	24205 JONES RD, STONY CREEK, VA 23882	94-28
JONES ANANIAS T	24205 JONES RD, STONY CREEK, VA 23882	94-28H
JONES ANANIAS T	23819 JONES RD, STONY CREEK, VA 23882	94-28L
JONES ANANIAS T	23819 JONES RD, STONY CREEK, VA 23882	94-18A
JONES JAMES	24205 JONES ROAD, STONY CREEK, VA 23882	94-30
JONES KATE F	23921 JONES ROAD, STONY CREEK, VA 23882	94-30B
JONES MELVIN	20011 BAIN ROAD, DINWIDDIE, VA 23841	94-3
JORDAN SYBIL O	20906 MCKENNEY HWY, STONY CREEK, VA 23882	94-35
KENNEDY SUE B LEWIS	24232 MILL RUN ROAD, STONY CREEK, VA 23882	94-9
KVASNICKA MICHAEL DAVID	20745 DOUBLE BRANCH ROAD, STONY CREEK, VA 23882	94-23
MCNEALY CAROLE T	508 QUACKENBOS ST N W, WASHINGTON, DC 20011	94-10
MOORE JERRY D & DONNA SUE A &	25111 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-39
MOORE JOHN C & SARAH H	25301 COURTHOUSE ROAD, STONY CREEK, VA 23882	93-39B
NORWOOD JAMES & MICHELLE	22205 BARNES ROAD, DINWIDDIE, VA 23841	84-21B
PAINE ALICE F P	808 CHERRYWOOD ROAD, SALEM, VA 24153	95-26
PEEL ANNIE M & BRANCH JOHN M	2702 FINCHUM CT, CHESAPEAKE, VA 23324	94-28A
PEGRAM ERNEST D ET ALS	17115 BOLSTERS ROAD, STONY CREEK, VA 23882	94-17
PROSISE VIOLA W	24229 JONES ROAD, STONY CREEK, VA 23882	94-28G
REYNOLDS SHARON M	20741 DOUBLE BRANCH RD, STONY CREEK, VA 23882	94-23
RIDEOUT AMOS S JR & CHAPPELL	18144 HARDWOOD CREEK RD, STONY CREEK, VA 23882	100-24
RIDEOUT CHARLES W & JOHN T & SPIERS	18603 HARDWOOD CREEK ROAD, STONY CREEK, VA 23882	94-19A
ROBERT G PERKINS FARMS LLC	21809 RAINEY RD, DINWIDDIE, VA 23841	94-34
RONEY DOROTHY B & ERNEST F	20007 MCKENNEY HWY, STONY CREEK, VA 23882	94-12
SPIERS ROBERT H JR & FAYE C	21018 DOUBLE BRANCH ROAD, STONY CREEK, VA 23882	94-24A
SPIERS ROBERT H JR & FAYE C	21018 DOUBLE BRANCH ROAD, STONY CREEK, VA 23882	95-27
TAYLOR DELORES M	2421 PORTER AVENUE, SUITLAND, MD 20746	94-2
TIAA TIMBERLANDS 1 LLC	13950 BALLANTYNE CORP PL #150, CHARLOTTE, NC 28277	93-33
TILLER CHRIS P OR SUZANNE R	22203 BARNES RD, DINWIDDIE, VA 23841	84-21C
WINN NANCY C	244 WINNAWAY LN, RICH SQUARE, NC 27869	101-11

**DINWIDDIE COUNTY PLANNING
&
ZONING DEPARTMENT
SPECIAL LIMITED POWER OF
ATTORNEY APPLICATION**



Planning Department – Post Office Drawer 70 – Dinwiddie, Virginia 23841
Phone (804) 469-4500 ext. 2117 Fax (804) 469-5322

Know all men by these presents: That I (We)

(Name): Frances Rose Edwards & Harry J. Edwards, Jr. (Telephone): (804) 288-0657

(Address): 1009 Baldwin Rd., Richmond, VA 23229

The owner(s) of all those tracts or parcels of land ("Property") conveyed to me (us), by deed recorded in the Clerk's Office of the Circuit Court of the County of Dinwiddie, Virginia, by

Instrument No. 120002168, on Page _____, and is described as Tax Map Parcel #. 94-26 do hereby make, constitute and appoint

(Name): Iluka Resources Inc. (Telephone): _____

(Address): 12472 St. John Church Rd., Stony Creek, VA 23882

To act as my true and lawful attorney-in-fact and in my (our) name, place and stead with full power and authority I (we) would have if acting personally to file planning applications for my (our) above described Property, to include (put a checkmark next to the appropriate action that applies(y):

- | | | |
|--|---|---|
| <input type="checkbox"/> Rezoning Request (including proffers) | <input type="checkbox"/> Building Permit(s) | |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision Exception | |
| <input type="checkbox"/> Preliminary Subdivision Plat | <input type="checkbox"/> Site Plan of Development | <input type="checkbox"/> Landscape Plan |
| <input type="checkbox"/> Final Subdivision Plat | <input type="checkbox"/> Site Plan Modification | <input type="checkbox"/> Lighting Plan |
| <input type="checkbox"/> Subdivision Construction Plans | <input type="checkbox"/> Variance Request | <input type="checkbox"/> Transfer of Approval |

My attorney-in-fact shall have the authority to offer proffered conditions and to make amendments to previously approved proffered conditions except as follows:

Anything except release of property from the existing CUP.

This authorization shall expire one year from the day it is signed, or unto it is otherwise rescinded or modified in witness thereof, I (we) have hereto set my (our) hand and seal this 8 day of December, 2015.

Signature(s) Frances Rose Edwards & Harry J. Edwards, Jr.
State of Virginia, City/County of Henrico, To-wit:

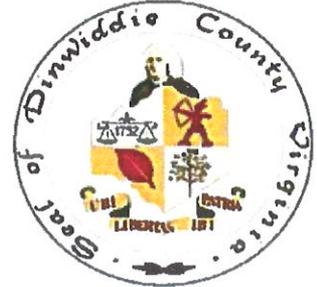
I Ann McWilliams Shipstead, a Notary Public in and for the jurisdiction aforesaid, certify that the person(s) who signed to the foregoing instrument and who is (are) known to me, personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 8th day of December, 2015

My commission expires: 2/28/2017

Ann McWilliams Shipstead
Notary Public



DINWIDDIE COUNTY PLANNING & ZONING DEPARTMENT SPECIAL LIMITED POWER OF ATTORNEY APPLICATION



Planning Department – Post Office Drawer 70 – Dinwiddie, Virginia 23841
Phone (804) 469-4500 ext. 2117 Fax (804) 469-5322

Know all men by these presents: That I (We)

(Name): Robert G. Perkins Farm, LLC (Telephone): (804) 712-0741
(Address): 21809 Rainey Rd., Dinwiddie, VA 23841

The owner(s) of all those tracts or parcels of land ("Property") conveyed to me (us), by deed recorded in the Clerk's Office of the Circuit Court of the County of Dinwiddie, Virginia, by Deed Book Instrument No. 581, on Page 1, and is described as Tax Map Parcel #. 94-14 do hereby make, constitute and appoint

(Name): Iluka Resources Inc. (Telephone): (434) 348-4300
(Address): 12472 St. John Church Rd., Stony Creek, VA 23882

To act as my true and lawful attorney-in-fact and in my (our) name, place and stead with full power and authority I (we) would have if acting personally to file planning applications for my (our) above described Property, to include (put a checkmark next to the appropriate action that applies(y):

- | | | |
|--|---|---|
| <input type="checkbox"/> Rezoning Request (including proffers) | <input type="checkbox"/> Building Permit(s) | |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision Exception | |
| <input type="checkbox"/> Preliminary Subdivision Plat | <input type="checkbox"/> Site Plan of Development | <input type="checkbox"/> Landscape Plan |
| <input type="checkbox"/> Final Subdivision Plat | <input type="checkbox"/> Site Plan Modification | <input type="checkbox"/> Lighting Plan |
| <input type="checkbox"/> Subdivision Construction Plans | <input type="checkbox"/> Variance Request | <input type="checkbox"/> Transfer of Approval |

My attorney-in-fact shall have the authority to offer proffered conditions and to make amendments to previously approved proffered conditions except as follows:

Anything except release of Property from existing CUA.

This authorization shall expire one year from the day it is signed, or unto it is otherwise rescinded or modified in witness thereof, I (we) have hereto set my (our) hand and seal this 10th day of December, 2015.

Signature(s) [Signature]
State of Virginia, City/County of Dinwiddie, To-wit:

I Betty Jo M. Atkinson, a Notary Public in and for the jurisdiction aforesaid, certify that the person(s) who signed to the foregoing instrument and who is (are) known to me, personally appeared before me and has acknowledged the same before me in the jurisdiction aforesaid this 10th day of December, 2015.

My commission expires: My Commission Expires November 30, 2017

Betty Jo M. Atkinson
Notary Public
My Commission No. 117685

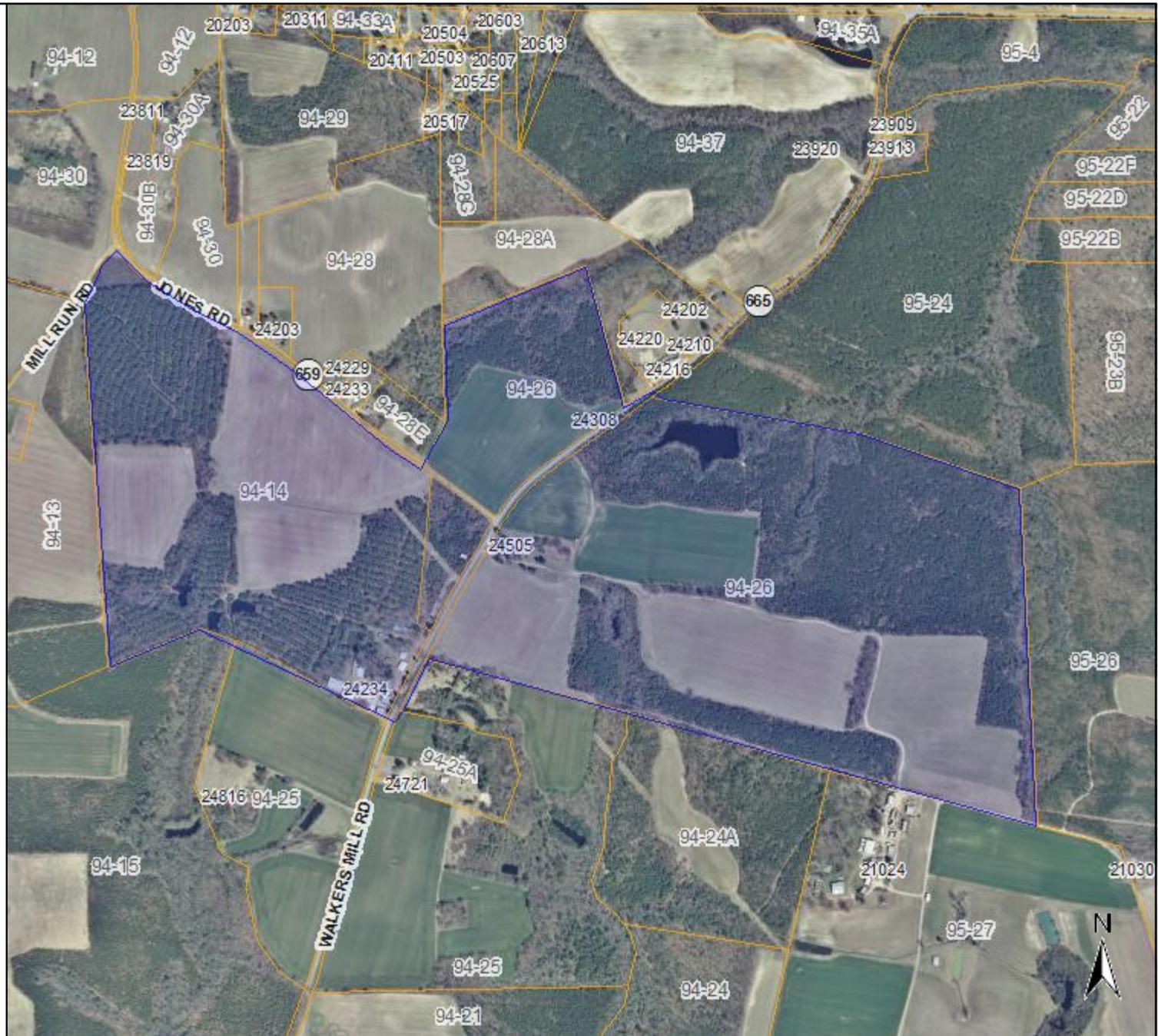
Embossed Hereon Is My
Commonwealth Of Virginia Notary Public Seal
My Commission Expires November 30, 2017
BETTY M. ATKINSON



Dinwiddie County, VA

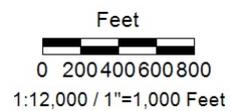
Legend

- Road Labels
- County Boundaries
- Addresses
- Parcel Labels
- Parcels

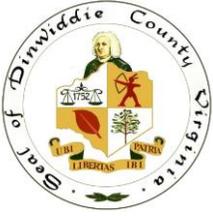


Title: Case AC-16-1

Date: 12/30/2015



DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Dinwiddie County is not responsible for its accuracy or how current it may be.



Dinwiddie County Planning Department

14016 Boydton Plank Road

P.O. Drawer 70

Dinwiddie, VA 23841

Phone: (804) 469-4500

MEMORANDUM

To: W. Kevin Massengill, County Administrator and Board of Supervisors
From: Mark Bassett, Planning Director
Date: February 9, 2016
Subject: Proposed Amendments to Article VII, Supplementary District Regulations, Chapter 22, Zoning, Section 22-237 of the Dinwiddie County Zoning Ordinance

Background:

The proposed Zoning Ordinance amendments add changes to Article VII, Supplementary District Regulations, Chapter 22, Zoning, Section 22-237 of the Dinwiddie County Zoning Ordinance. The proposed amendments include new minimum number of parking spaces per number of square feet for any commercial building or public facility not otherwise listed in this Section; new minimum number of parking spaces per number of square feet for warehousing/distributing uses; new minimum parking space requirements for mini-storage warehouse or commercial storage locker establishments; and new minimum number of parking spaces per number of employees for other permitted industrial and manufacturing uses. An additional proposed amendment includes changing the minimum width of fire lanes to 20 feet to bring the Zoning Ordinance standard in line with the Fire Code standard. After the public hearing, changes may be made to the Ordinance, as appropriate.

Staff Recommendation:

The aforementioned Zoning Ordinance text amendments are the recommended changes to the parking space requirements and parking area design standards that staff has discussed with the Planning Commission at past workshop meetings. Staff recommends approval of the proposed Zoning Ordinance text amendments as presented.

Planning Commission Recommendation:

At the January 13, 2016 Planning Commission Public Hearing, Commissioner McCray asked why (Planning) staff was proposing the amendments; is it being done because someone has complained? Planning staff explained that it is twofold; when development projects have come through for review by the Land Development Committee (LDC) staff found that the parking requirements for certain industrial and commercial/service uses were out of date as compared to the national parking standards as well as compared to the parking requirements of the surrounding jurisdictions.

After holding the Public Hearing where no one spoke on the proposed Zoning Ordinance amendments, the Planning Commission unanimously voted to recommend the proposed Zoning Ordinance amendments as presented to the Board of Supervisors.

Board Action:

WHEREAS, in accordance with Va. Code §§ 15.2-2285 and 15.2-2286, the Dinwiddie County Planning Commission is of the opinion that the public necessity, convenience, general welfare, or good zoning practice warrant the consideration of the following Zoning Ordinance amendments:

NOW, THEREFORE, BE IT RESOLVED that the Dinwiddie County Board of Supervisors does hereby (approve or disapprove) the Zoning Ordinance amendments as presented.

**AN ORDINANCE TO AMEND
THE CODE OF THE COUNTY OF DINWIDDIE, 1985, AS AMENDED
BY AMENDING SECTION 22-237. OFF-STREET PARKING AND LOADING
CHAPTER 22. ZONING,
ARTICLE V. SUPPLEMENTARY DISTRICT REGULATIONS**

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia:

(1) That the Code of the County of Dinwiddie, 1985, as amended, is amended and re-enacted by inserting the following language shown underlined and deleting the following language shown in strikethrough:

Sec. 22-237. Off-street parking and loading.

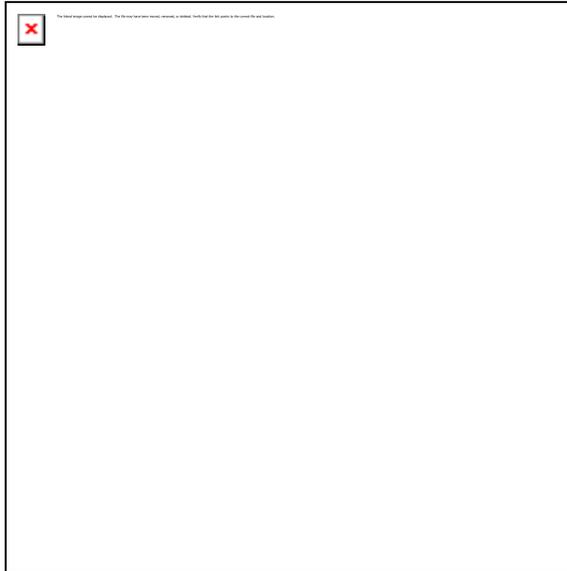
- (a) In any district, all structures erected or enlarged and all uses established or expanded, shall provide off-street parking and loading in accordance with the requirements established herein.
- (b) Required off-street parking spaces for dwellings shall be a minimum of nine feet by 20 feet in dimensions with a driveway to afford safe and convenient access. Parking spaces shall be on the same lot with the main building. In the case of buildings and uses other than dwellings, spaces may be located up to 600 feet from said building or use, subject to approval of the administrator.
- (c) Any parcel of land used as a public parking area shall be constructed of concrete, asphalt, or other equivalent permanent dustless surface, except that in areas zoned agricultural, churches, civic associations and agritourism activities shall be exempt from this requirement. The administrator may approve the use of cobblestone, Belgian block, brick, grid pavers, interlocking pavers or similar surface material upon specific request at the time of site plan submission. The administrator may also approve unpaved or gravel parking areas for temporary use of less than 90 days provided that a specific request is submitted in writing at the time of plan submission.
- (d) Outdoor lighting shall be provided at appropriate locations in order to adequately illuminate parking areas and pedestrian and vehicular circulation routes to establishments which will be patronized during non-daylight hours. Any lighting equipment should be designed and arranged so as to direct light and glare away from abutting properties and adjacent rights-of-way. Lighting fixtures and intensity levels shall be compatible with both natural and architectural characteristics of the development.
- (e) Such parking spaces shall not be drained onto or across public sidewalks, nor shall they be drained onto adjacent property except when directed into a natural water course or a recognized drainage easement.
- (f) Parking lots shall be designed and constructed so that spaces are grouped into bays separated by landscape traffic islands. Such islands and bays shall be designed to provide a clear delineation of circulation patterns, guide vehicular traffic, break large expanses of pavement into sub-areas to improve both the appearance and climate of the parking lot, minimize glare and noise, and delineate safe pedestrian walkways.

- (g) Where the nature and characteristics of the proposed use dictate, such parking areas shall be designed to include appropriate stopping, parking and circulation areas for alternate modes of transportation such as bicycles, mopeds, motorcycles and buses.
- (h) Sidewalks shall be provided where necessary to facilitate safe and convenient pedestrian movements within and between such parking areas and the establishments which they serve. Sidewalks shall be designed in accordance with all applicable barrier-free access standards as specified by the Virginia Uniform Statewide Building Code.
- (i) Speed bumps, if installed, shall be designed to county criteria, and appropriate signage shall be provided within such parking areas to insure safe and efficient vehicular circulation.
- (j) The minimum dimensions of spaces and aisles within such lots shall be in accordance with the following standards:

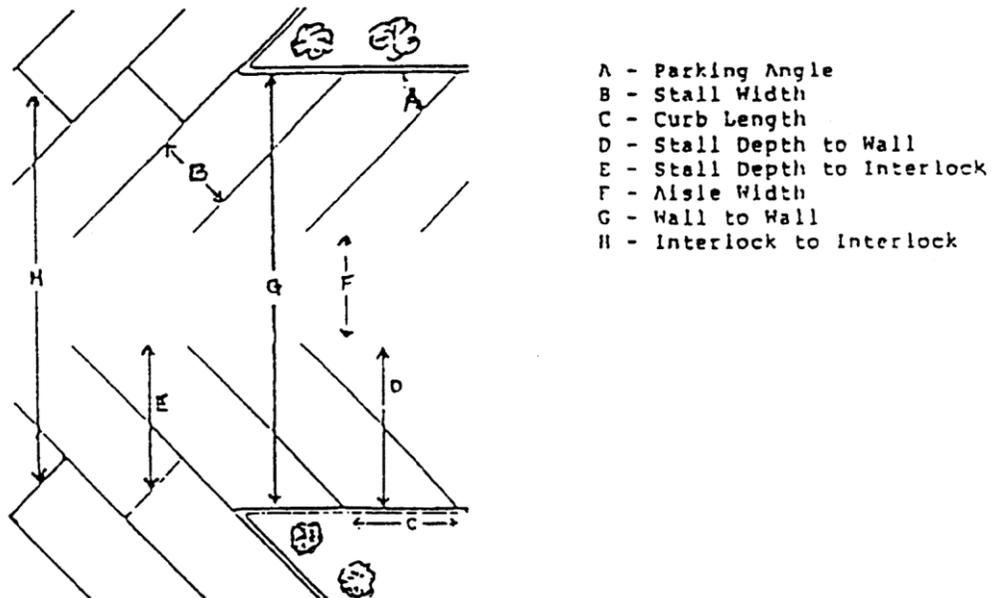
A	B	C	D	E	F	G	H
Parking Angle	Stall Width	Curb Length	Stall Depth to Wall*	Stall Depth to Interlock	Aisle** Width	Wall*** to Wall	Interlock*** to Interlock
45°	9'	17.7'	17.5'	15.3'	12'	47'	43'
60°	9'	10.4'	19.0'	17.5'	16'	54'	51'
75°	9'	9.3'	19.5'	19.9'	21'	60'	59'
90°	9'	9.0'	16.5'	18.5'	24'	61'	61'

Notes: * This measurement used where stalls abut pedestrian walkways.

** Measured between ends of stall lines.



*** Measured to nearest foot.



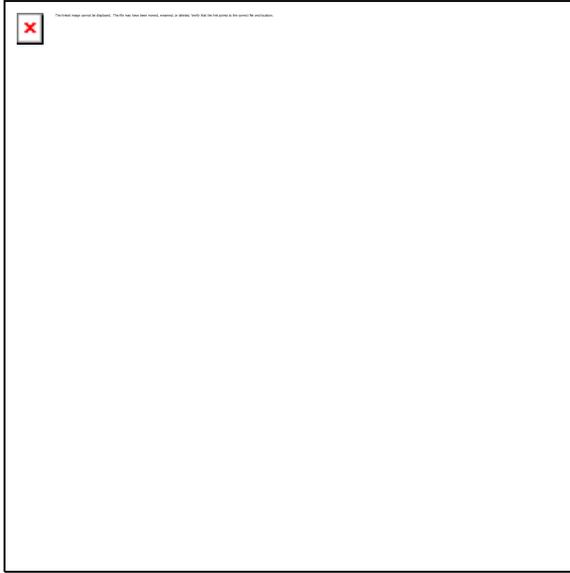
Parking spaces diagram

- (k) Parking spaces for the physically handicapped shall be provided and labeled on the plan in accordance with the standards established for the physically handicapped and aged, by the Virginia Uniform Statewide Building Code. Such spaces shall be arranged and dispensed throughout the lot so as to provide convenient access to all major entrances to the proposed establishment.
- (l) There shall be provided, at the time of erection of any main building or at the time any main building is enlarged, minimum off-street parking space, with adequate provision for entrance and exit by standard sized automobiles, as follows:

- (1) In all residential districts, there shall be provided, either in a private garage or on the lot, space for the parking of one automobile for each dwelling unit in a new building, or each dwelling unit added in the case of the enlargement of an existing building.
- (2) Tourist homes and motels shall provide, on the lot, parking space for one automobile for each accommodation, plus one additional space per employee but in no case less than two additional spaces.
- (3) For church, high school, college and university auditoriums, and for theaters, general auditoriums, stadiums and other similar places of assembly, at least one parking space shall be provided for every five fixed seats provided in such building.
- (4) For hospitals, at least one parking space shall be provided for each two patient/occupant beds plus one additional space per employee/staff member on the largest anticipated working shift.
- (5) For medical and dental clinics, at least ten parking spaces shall be provided. Three additional parking spaces shall be furnished for each doctor or dentist having offices in such clinic in excess of three doctors or dentists.
- (6) For tourist courts, apartments and apartment motels, at least one parking space shall be provided for each individual sleeping or living unit. For hotels and apartment motels at least one parking space shall be provided for each two sleeping rooms, up to and including the first 20 sleeping rooms, and one parking space for each three sleeping rooms over 20.
- (7) For mortuaries and liquor stores, at least 30 parking spaces shall be provided.
- (8) For restaurants, including fast-food restaurants one parking space shall be provided for each 100 square feet of floor space in the building.
- (9) Any commercial building or public facility not listed above hereinafter erected, converted or structurally altered shall provide one parking space for each ~~200~~ 300 square feet of business floor space in the building.
- (10) Minimum required parking spaces for industrial, manufacturing and related uses shall be as follows:
 - a. ~~Warehousing, distributing: one space for each 1,000 square feet of floor area plus one space for each 300 square feet of office, sales or similar space, plus one space for each vehicle maintained on the premises. Establishments having not more than 20,000 square feet of gross floor area, on a single parcel of land and/or within a single development, shall provide one space for each 2,000 square feet of gross floor area. Establishments having more than 20,000 square feet but not more than 100,000 square feet of gross floor area shall provide one space for each 2,500 square feet of gross floor area. Establishments having more than 100,000 square feet of gross floor area shall provide one space for each 3,000 square feet of gross floor area.~~
 - b. ~~Mini-storage warehouse, commercial storage locker: One space for each ten cubicles, plus two spaces for the manager's quarters/office, plus one additional space for each 25 cubicles for prospective clients. Mini-storage warehouse or commercial storage locker establishments shall provide off-street parking to the extent required for office space or other uses accessory to the primary use.~~

- c. Other permitted industrial and manufacturing uses: One space for each 500 square feet of floor area or for each three employees on the anticipated largest working shift, whichever is greater, plus one space for each vehicle maintained on the premises. One space per employee for the first 300 employees plus one space per each two employees in excess of 300 (maximum onsite at any one time).
- (m) Other provisions of this article notwithstanding, the administrator may waive the requirement that the entire number of parking spaces required by this chapter to be constructed at the time of development, subject to the following:
- (1) Such waiver may be considered only for structures with a gross floor area in excess of 6,000 square feet in the case of public and commercial buildings in excess of 10,000 square feet in the case of industrial buildings. Waiver of construction may be considered only for those spaces required as a result of floor areas in excess of 6,000 or 10,000 square feet, respectively.
 - (2) The decision to grant such waiver from construction shall be based upon evidence supplied by the applicants, observations of similar uses in the region, or standard reference works by qualified officials or competent professional/research associations, which substantiates the projected parking demand of the proposed use and indicates that the site can be adequately served initially by fewer than the full number of required spaces. In no case shall a waiver be considered which would reduce the parking and circulation areas below that required by this article.
 - (3) Such waiver shall not relieve the applicant of responsibility for reserving an adequate area on the site to accommodate the entire number of parking spaces otherwise required by this article.
 - (4) The location, design and other pertinent details of all required parking spaces shall be depicted on the site plan in accordance with all applicable design requirements. At the time of site plan approval, the administrator, in exercising the above described waiver provisions, shall clearly indicate on the face of the site plan those spaces which need not be constructed at the time of initial development.
 - (5) The area which such spaces would otherwise occupy shall be reserved for their future construction should the parking demand characteristics of the original or any subsequent or additional use or uses increase to the extent that the number of spaces actually constructed is no longer adequate. In no case shall any improvements, structural enlargements or additions be made on the site which would encroach on the area so reserved.
 - (6) Monitoring and determination of the adequacy of the existing parking spaces shall be the responsibility of the administrator who shall make periodic inspections of the site. Upon determining that parking demand is in excess of the available supply of spaces the administrator shall order, in writing, the construction of such additional spaces as are necessary to accommodate the demand. In no case shall the applicant be required to provide more spaces than the total number required before waiver.
 - (7) Failure to comply with the administrator's order to construct additional adequate parking areas within 90 days weather permitting, shall be deemed a violation of the ordinance and shall be punishable as prescribed herein.

- (8) The following statement, to be signed and acknowledged by both the administrator and the applicant, shall be affixed to the approved site plan and shall also be recorded, at the cost of the property owner, in the Clerk's Office of the Circuit Court of Dinwiddie County:



_____ CERTIFIES
THAT _____ THE RECORD OWNER(S) OF THE
(she) (he) (it) (is) (are)
HEREAFTER DESCRIBED PROPERTY.

Pursuant to the terms of the Dinwiddie County Zoning Ordinance, off-street parking space requirements for the proposed use of land identified as parcel(s) _____ on the records of the Commissioner of the Revenue of Dinwiddie County and being the same land acquired by _____

(Owner's name)
As evidenced by _____ duly recorded in the clerk's
(deed) (will) (other)
office of the circuit court of Dinwiddie County under instrument no. _____
are hereby waived to the extent that _____ of the _____ total required parking spaces need not be constructed prior to issuance of a certificate of occupancy.

The area which such spaces would otherwise occupy as shown on the approved site plan, dated _____, shall be reserved for their future construction should the parking demand characteristics of this or any other use, as determined by the administrator, increase to the extent that the available spaces are not longer adequate. Monitoring and determination of the adequacy of the existing parking spaces shall be the responsibility of the administrator. Upon determining that parking demand is in excess of the available supply of spaces the administrator shall order, in writing, the construction of such additional spaces, up to the minimum required by the zoning ordinance in effect on the date of this agreement, as are necessary to accommodate the demand. Failure to comply with the administrator's order to construct such area within 90 days, weather permitting, shall be deemed a violation of the zoning ordinance and shall be punishable in accordance with the penalties prescribed therein.

The responsibility to comply with these requirements shall run with title to the land and shall not be affected by transfer of lease or ownership as long as the waiver herein described is applicable to the described land or any part thereof. A recorded statement executed by the administrator, indicating that such waiver is no longer applicable, shall be conclusive as to its content insofar as record title to the property may be affected.

Zoning Administrator

Property Owner(s)

- (n) All off-street loading areas, including aisles and driveways shall be constructed and maintained with a permanent, dustless surface material, except that in areas zoned agricultural, churches, civic associations and agritourism activities shall be exempt from this requirement. Off-street loading areas may be incorporated into the overall design and layout of parking and circulation systems provided that no individual parking spaces will be encroached upon. Vehicles utilizing such loading spaces will not interfere with vehicular circulation on the site or on adjacent public rights-of-way.

- (1) Each off-street loading space shall be not less than 12 feet by 50 feet in dimensions with a vertical clearance of not less than 15 feet, including necessary maneuvering space off the street.
 - (2) All lighting fixtures used to illuminate off-street loading areas shall be designed and arranged so as to direct light and glare away from abutting properties and adjacent rights-of-way.
 - (3) No space designated as off-street parking space shall be utilized as an off-street loading space.
- (o) Adequate fire lanes shall be required as deemed necessary by the fire marshal for the access and egress of emergency vehicles. Fire lanes shall be a minimum of ~~48~~ 20 feet in width and shall be marked for case of visibility as required by the fire marshal. Numbers and placement of fire lanes shall be in accordance with nationally recognized standards.
- (p) Containers, shipping containers, trailers or semi-trailers designed for transport by a tractor trailer, or other portable storage containers are not allowed in any zoning district, except that such containers:
- (1) Are temporarily allowed as an accessory use for a dwelling in a residential or agricultural zoning district for a 30 day period;
 - (2) Are allowed for permanent storage in connection with a conforming agricultural use or with a legal nonconforming agricultural use existing as of June 18, 2013; and
 - (3) Are allowed in the B-1, B-2, B-3, M-1, and M-2 zoning districts, and in the B-1, B-2, B-3, M-1, and M-2 zoning districts shall be subject to the following standards:
 - a. Screening. Containers must be screened from view of all public streets, public places and adjoining properties, through the use of features such as fences, building walls, opaque fencing and screening, false facades, or dense landscaping (with exception for access to the unit).
 - b. Location. Containers should be located behind the principal building, or at the side if the physical nature of the site renders real placement impossible, as determined by the Zoning Administrator.
 - c. Setbacks. Containers must comply with the principal use building setbacks for the district.
 - d. Containers must meet building code requirements if electrical, HVAC or plumbing is installed.
- (q) The general standards applicable to all recreational vehicles are as follows:
- (1) Except for recreational vehicles parked in a parking area associated with a multi-family dwelling or parked in the driveway of a principal dwelling or accessory storage building, all recreational vehicles shall be parked behind the front setback line unless such vehicles are parked in a completely enclosed garage or other building.
 - (2) No recreational vehicle shall be used for living purposes in any zoning district, or connected to utility services except for maintenance purposes, except for as follows:

In agricultural zoning districts, a recreational vehicle may be used as a temporary residence during the course of actual construction of a single- family dwelling subject to the following standards:

- a. Only one such temporary residence may be allowed per lot.
- b. No such temporary residence may be allowed if other residences exist on the lot.
- c. All building, health, public works or other required permits for the temporary residence must be obtained, all installations be completed, inspected and approved prior to occupancy of the temporary residence.
- d. The use of the temporary residence may not begin until a building permit for the permanent residence is issued.
- e. Actual construction on the permanent residence must start within 60 days of the issuance of the building permit for the residence or the use of the temporary residence must cease, the unit be vacated and be disconnected from all utilities until actual construction is started.
- f. The use of the temporary residence must cease within 18 months of the date of issuance of the building permit for the permanent residence or occupancy of the permanent dwelling, whichever occurs first. Upon cessation of the use, recreational vehicles serving as a temporary residence pursuant to this section 22-237(q)(2) shall be disconnected from all utilities.

(Code 1970, § 17-96; Ord. of 9-21-94; Ord. of 9-4-96; Ord. of 6-20-06, § 1; Ord. of 11-16-10, § 1; Ord. of 6-18-13 [A-13-2], § 1)

(2) That such changes take effect immediately.