

# 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

**July 19, 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:

[July 2016 Claims Report.pdf](#)

### **B. Minutes**

Documents:

[6-7-16 Special Meeting.pdf](#)

## **6. REPORTS:**

### **A. Virginia Department Of Transportation** *Crystal Smith, Residency Administrator*

Documents:

[VDOT Report.pdf](#)

### **B. Commissioner Of The Revenue** *Lori Stevens*

### **C. Parks, Recreation, And Tourism Department Update**

## **7. ACTION ITEMS:**

**A. Virginia Resources Authority Financing**

*Christopher Kulp, Hunton & Williams, LLP*

Documents:

[VRA Resolution.pdf](#)

[VRA Financing Lease.pdf](#)

[VRA Prime Lease.pdf](#)

**B. Indoor Plumbing Rehabilitation Program**

*Tyler Southall, County Attorney*

Documents:

[IPR memo.pdf](#)

[IPR Resolution.pdf](#)

**C. Contract Award: Medium Duty Type I Ambulance**

*Dawn Titmus, EMS Manager*

Documents:

[Ambulance Memo.pdf](#)

**D. Contract Award: Light Duty Rescue Truck**

*Nick Sheffield, Fire & EMS Coordinator*

Documents:

[Light Duty Rescue Truck Memo.pdf](#)

[Light Duty Rescue Truck Contract.pdf](#)

**E. Contract Award: Waterworks Operator**

*Anne Howerton, Deputy County Administrator, Finance and General Services*

Documents:

[Waterworks Memo.pdf](#)

[Waterworks Operator Contract.pdf](#)

**F. Contract Award: Sheriff's Office Vehicles**

*Anne Howerton, Deputy County Administrator, Finance and General Services*

Documents:

[Sheriffs Vehicles Memo.pdf](#)

[Sheriffs Office Vehicles Contract.pdf](#)

**G. Resolutions: Airpark Drive Improvements**

*W. Kevin Massengill, County Administrator*

Documents:

[Airport memo.pdf](#)

[Airpark Plat.PDF](#)

[Resolution Airpark Drive Repairs.pdf](#)

**H. Resolution: Proposed Route To Upgrade The Southside Electric Center Star Substation**

*W. Kevin Massengill, County Administrator*

Documents:

[SSE Resolution.pdf](#)

**8. CITIZEN COMMENTS (3 MINUTES)**

**9. COUNTY ADMINISTRATOR COMMENTS**

**10. BOARD MEMBER COMMENTS**

**11. CLOSED SESSION**

**A. §2.2-3711 (A) (1) Personnel:**

- *Appointments*
  - *Dinwiddie County Water Authority*
  - *Dinwiddie Airport and Industrial Authority*

**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:**

- *Carson Fire Department Agreement*

**12. YOUTH WORKFORCE DEVELOPMENT TEEN STAFFING PROGRAM RECOGNITIONS**

*Cierra Goode, Marketing and Youth Workforce Development Coordinator*

### **13. PUBLIC HEARINGS:**

#### **A. Case P-16-5, Roslyn Farm Corporation Rezoning Request**

*Mark Bassett, Planning Director*

Documents:

[P-16-5 BOS Mtg Memo.pdf](#)  
[P-16-5 BOS Report.pdf](#)  
[P-16-5 Rezoning Application.pdf](#)  
[P-16-5 Rezoning Proffers - revised 7-2016.pdf](#)  
[P-16-5 Concept Development Plan.pdf](#)  
[P-16-5 Location Map.pdf](#)

#### **B. Case C-16-2, Dennis Harrup, III Conditional Use Permit Request**

*Jamie Sherry, Zoning Administrator*

Documents:

[C-16-2 BOS Mtg Memo.pdf](#)  
[C-16-2 BOS Report.pdf](#)  
[C-16-2 CUP Application.pdf](#)  
[C-16-2 Location Map and Proposed Airstrip Location Map.pdf](#)  
[C-16-2 Property Photographs.pdf](#)

#### **C. Proposed Amendment Of Chapter 19, Taxation, Article XII, Meals Tax, Sectoin 19-134, Payment And Collection Of Debt**

*Tyler Southall, County Attorney*

Documents:

[Meals Tax Memo July 2016.pdf](#)  
[Meals Tax Revisions 7.14.2016.pdf](#)

### **14. OLD/NEW BUSINESS:**

#### **A. Carson Fire Department Agreement**

*Tyler Southall, County Attorney*

Documents:

[Carson VFD Cooperative Agreement.pdf](#)  
[Carson VFD Resolution.pdf](#)

#### **B. Appointments**

### **15. CITIZEN COMMENTS (3 MINUTES)**

### **16. BOARD MEMBER COMMENTS**

### **17. ADJOURNMENT**

[Information:](#)

1. Building Report
2. Monthly FTE OT Report
3. Monthly Stat Report

<b>CLAIMS</b>	June 20, 2016	June 30, 2016	June 30, 2016	June 30, 2016	July 1, 2016	July 8, 2016	July 13, 2016	
	1098840-1098870	1098871-1098894 payroll	1098895-1098901	1098902-1098976	1098977-1099025	1099026-1099063	1099064	<b>TOTALS</b>
101 - General Fund	\$63,975.17	\$1,026,927.08	\$210.00	\$132,604.13	\$1,360,374.13	\$280,234.69	\$45,848.30	\$2,910,173.50
103 - Jail Commission							\$77.04	\$77.04
105 - Recreation								\$0.00
209 - Litter Grant Fund				\$13,106.00				\$13,106.00
210 - Economic Developmt		\$887.77		\$11.90			\$1,651.83	\$2,551.50
211-Community Service							\$22.88	\$22.88
219 - CSA								\$0.00
226 - Law Library	\$164.99							\$164.99
228 - Fire Programs & EMS		\$640.52		\$4,092.09			\$1,211.10	\$5,943.71
229 - Forfeited Asset Sharing Program								\$0.00
305 - Capital Projects Fund				\$411,700.23		\$2,816.80	\$853.01	\$415,370.04
401 - County Debt Service	\$16,968.04				\$31,224.00			\$48,192.04
402 - School Debt Service								\$0.00
724 - Abraham Scholarship								\$0.00
	<b>\$81,108.20</b>	<b>\$1,028,455.37</b>	<b>\$210.00</b>	<b>\$561,514.35</b>	<b>\$1,391,598.13</b>	<b>\$283,051.49</b>	<b>\$49,664.16</b>	<b>\$3,395,601.70</b>

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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 6/17/2016 -- 6/17/2016

BEFORE CHECKS  
PAGE 1

FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT	
ACCT#	NUMBER	NAME				
001502	REVENUE FROM USE OF PROPERTY					
0200		RENTAL-REC FACILITIES-EAS				
	999999	BARRICKS, CHAD KEITH	61316	BARRICKS	REFUND RENTAL FEE	50.00
	999999	ZITTA, KAREN ANN	61316	ZITTA	REFUND RENTAL FEE	50.00
				ACCOUNT TOTAL	100.00 *	
0201		RENTAL-REC FACILITIES-DEP				
	999999	DOLAN, LAURA N	61316	DOLAN	DAMAGE DEPOSIT REFND	100.00
				ACCOUNT TOTAL	100.00 *	
				MAJOR TOTAL	200.00 **	
001606	CHARGES FOR OTHER PROTECTION					
0200		ANIMAL ADOPTION FEE				
	999999	O'CONNOR, AYDAN	060416	OCONNOR	REFUND ADOPTION FEE	75.00
				ACCOUNT TOTAL	75.00 *	
				MAJOR TOTAL	75.00 **	
001612	CHARGES FOR PARKS AND RECREATION					
0100		RECREATION FEES				
	999999	ROSE, WENDY	6.2.16	ROSE	REFUND KARATE	50.00
				ACCOUNT TOTAL	50.00 *	
				MAJOR TOTAL	50.00 **	
012410	*TREASURER*					
3150		PROF SRVS - LEGAL				
	3140	ELLIOTT, JAMES W	6.8.16	COLLECT	AUCTION AD	2,040.57
				ACCOUNT TOTAL	2,040.57 *	
3200		TEMP HELP - ACCOUNTANT				
	4756	ACCOUNTEMPS	45948036		TEMPORARY HELP	774.40
				ACCOUNT TOTAL	774.40 *	
				MAJOR TOTAL	2,814.97 **	
012510	*INFORMATION SYSTEMS*					
5230		TELECOMMUNICATIONS				
	1424	TREASURER OF VA	T299651		PHONE SERVICE	561.02
				ACCOUNT TOTAL	561.02 *	
				MAJOR TOTAL	561.02 **	
013100	*REGISTRAR/BOARD OF ELECTIONS*					
3320		MAINTENANCE SERVICE CONTR				

3287 ELECTION SERVICES ONLINE

1377

FIRMWARE/HRDWRE WRNT

7,130.00

ACCOUNT TOTAL 7,130.00 \*

MAJOR TOTAL 7,130.00 \*\*

BEFORE CHECKS

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COUNTY OF DINWIDDIE  
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FUND # - 101 GENERAL FUND

MAJOR# VENDOR VENDOR

ACCT# NUMBER NAME

INV#

DESCRIPTION

AMOUNT

021200 \*GENERAL DISTRICT COURT\*  
3150 PROF SRVS - LEGAL  
3443 HANNA, STEVEN P

7965993

PUBLIC DEFENDER

120.00

ACCOUNT TOTAL 120.00 \*

MAJOR TOTAL 120.00 \*\*

021700 \*CLERK OF THE CIRCUIT COURT\*  
3160 PROF SRVS - OTHER  
4930 LIBRARY OF VIRGINIA

1019946

RECORDS SCAN

13,000.00

ACCOUNT TOTAL 13,000.00 \*

6012 BOOKS & SUBSCRIPTIONS  
10070 THOMSON REUTERS WEST

834083392

WEST INFORMATION

78.75

ACCOUNT TOTAL 78.75 \*

8007 COMPUTER EQUIPMENT  
1730 TREASURER OF VA (SUP)

16-DINPC-0926

COMPUTER/SOFTWARE

3,800.00

ACCOUNT TOTAL 3,800.00 \*

MAJOR TOTAL 16,878.75 \*\*

021910 \*VICTIM WITNESS PROGRAM\*  
5510 MILEAGE

1106 STELL, MINDY

MUTLI REIMBURSE

MILEAGE

119.88

1106 STELL, MINDY

4/12/16 REIMB

MILEAGE

37.80

1106 STELL, MINDY

5.20 REIMBURSE

MILEAGE/LODGING/MEAL

127.98

1106 STELL, MINDY

5.5.16 REIMBURS

LODGING/MEALS/MILEAG

115.56

ACCOUNT TOTAL 401.22 \*

5530 MEALS & LODGING

1106 STELL, MINDY

5.20 REIMBURSE

MILEAGE/LODGING/MEAL

241.40

1106 STELL, MINDY

5.20 REIMBURSE

MILEAGE/LODGING/MEAL

61.67

1106 STELL, MINDY

5.5.16 REIMBURS

LODGING/MEALS/MILEAG

307.38

1106 STELL, MINDY

5.5.16 REIMBURS

LODGING/MEALS/MILEAG

109.59

ACCOUNT TOTAL 720.04 \*

MAJOR TOTAL 1,121.26 \*\*

031200 \*SHERIFF\*

3310	REPAIR AND MAINTENANCE					
4058	AFORDABLE GLASS LLC	11819		WINDSHIELD 0649		265.00
					ACCOUNT TOTAL	265.00 *
5110	ELECTRICAL SERVICE					
3299	DOMINION VA POWER	0700495005	5/16	S.O. ELECTRIC		331.52
3299	DOMINION VA POWER	2460565001	5/16	TRAINING CENTER		331.26
3299	DOMINION VA POWER	8016400007	5/16	JAIL		987.51
					ACCOUNT TOTAL	1,650.29 *
					MAJOR TOTAL	1,915.29 **
032200	*VOLUNTEER FIRE DEPARTMENTS*					
5111	UTILITIES REIMB-DINWIDDIE					
3299	DOMINION VA POWER	6328509408	5/16	DIN VOL FIRE DEPT		650.02
					ACCOUNT TOTAL	650.02 *
AP375H		COUNTY OF DINWIDDIE				BEFORE CHECKS
6/20/2016		LISTING OF INVOICES FOR 6/17/2016 -- 6/17/2016				PAGE 3
FUND # - 101	GENERAL FUND					
MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT
5115		UTILITIES REIMB-OLD HICKO				
	6050	OLD HICKORY VOL. FIRE DPT	APR/MAY 2016	UTILITIES/SUPPLIES		230.99
					ACCOUNT TOTAL	230.99 *
5230	TELECOMMUNICATIONS					
	6050	OLD HICKORY VOL. FIRE DPT	APR/MAY 2016	UTILITIES/SUPPLIES		76.22
					ACCOUNT TOTAL	76.22 *
5694	CONTRIBUTION-OLD HICKORY					
	6050	OLD HICKORY VOL. FIRE DPT	APR/MAY 2016	UTILITIES/SUPPLIES		3,697.00
					ACCOUNT TOTAL	3,697.00 *
					MAJOR TOTAL	4,654.23 **
032300	*EMERGENCY MEDICAL SERVICES*					
6004	MEDICAL SUPPLIES					
	1388	MOORE MEDICAL LLC	99098332	MEDICAL SUPPLIES		417.27
					ACCOUNT TOTAL	417.27 *
6011	UNIFORMS/APPAREL					
	1794	JS MONOGRAMMING	5833	UNIFORM MONOGRAMMING		2,000.00
					ACCOUNT TOTAL	2,000.00 *
					MAJOR TOTAL	2,417.27 **
035100	*ANIMAL CONTROL/POUND*					
3110	PROF SRVS - MEDICAL					
	2778	CHESDIN ANIMAL HOSPITAL	270910	SPAY/NEUTER CANINE		138.00

	2778	CHESDIN ANIMAL HOSPITAL	271130	SPAY CANINE	69.00	
	2778	CHESDIN ANIMAL HOSPITAL	271231	SPAY CANINE	69.00	
	2778	CHESDIN ANIMAL HOSPITAL	271340	NEUTER CANINE	69.00	
				ACCOUNT TOTAL	345.00	*
3310		REPAIR AND MAINTENANCE				
	6000	DEWITT TIRE INC. (BOARD)	22069	SERVICE 7784	27.12	
				ACCOUNT TOTAL	27.12	*
3320		MAINTENANCE SERVICE CONTR				
	14	CHAMBERS SEPTIC SRVC LLC	4574	SEPTIC PUMP OUT	200.00	
				ACCOUNT TOTAL	200.00	*
5899		COMMISSION ON SALE OF DOG				
	359	CHESDIN ANIMAL HOSPITAL	4/16 LICENSE	LICENSE COMMISSION	47.00	
				ACCOUNT TOTAL	47.00	*
				MAJOR TOTAL	619.12	**
035600		*EMERGENCY COMMUNICATIONS*				
3310		REPAIR AND MAINTENANCE				
	1156	RADIO COMMUNICATIONS OF	400011488-1	RADIO REPAIRS	393.00	
	1156	RADIO COMMUNICATIONS OF	400011501-1	RADIO REPAIRS	208.16	
	1156	RADIO COMMUNICATIONS OF	400011594-1	RADIO REPAIRS	175.00	
	1156	RADIO COMMUNICATIONS OF	900000125-1	RADIO REPAIR	411.00	
				ACCOUNT TOTAL	1,187.16	*
3320		MAINTENANCE SERVICE CONTR				
	4207	WEST SAFETY SOLUTIONS COR	5033147	MAINTENANCE	175.00	
				ACCOUNT TOTAL	175.00	*

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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 6/17/2016 -- 6/17/2016

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT	
5110		ELECTRICAL SERVICE				
	3299	DOMINION VA POWER	0825184682 5/16	TOWER ELECTRIC	134.85	
	3299	DOMINION VA POWER	1229820145 5/16	TOWER ELECTRIC	285.18	
	3299	DOMINION VA POWER	3886082654 5/16	TOWER	176.98	
	3299	DOMINION VA POWER	8860545006 5/16	COMMUNITY CENTER	1,105.07	
				ACCOUNT TOTAL	1,702.08	*
5230		TELECOMMUNICATIONS				
	1424	TREASURER OF VA	T299651	PHONE SERVICE	52.74	
				ACCOUNT TOTAL	52.74	*
				MAJOR TOTAL	3,116.98	**

041320	*STREETLIGHTS*						
5110	ELECTRICAL SERVICE						
	3299	DOMINION VA POWER	4376987881	5/16	SIGN		7.69
	3299	DOMINION VA POWER	4603226012	5/16	VAR LOC MCKENNEY		736.57
	3299	DOMINION VA POWER	8519809464	5/16	VAR LOC DINWIDDIE		2,832.25
	3299	DOMINION VA POWER	9836427501	5/16	CAUTION LIGHTS		2.74
						ACCOUNT TOTAL	3,579.25 *
						MAJOR TOTAL	3,579.25 **
042400	*WASTE MANAGEMENT*						
5110	ELECTRICAL SERVICE-ROHOIC						
	3299	DOMINION VA POWER	3676126703	5/16	ROHOIC MANNED		74.81
						ACCOUNT TOTAL	74.81 *
5110	ELECTRICAL SERVICE-MCKENN						
	3299	DOMINION VA POWER	8971437408	5/16	MCKENNEY MANNED		61.99
						ACCOUNT TOTAL	61.99 *
5110	ELECTRICAL SERVICE-DINWID						
	3299	DOMINION VA POWER	3623034810	5/16	DINWIDDIE MANNED		67.24
						ACCOUNT TOTAL	67.24 *
						MAJOR TOTAL	204.04 **
043200	*GENERAL PROPERTIES*						
3310	REPAIR AND MAINTENANCE						
	4091	PRIORITY ELEVATOR	5702		ANNL INSPECT CH #1		642.30
	4091	PRIORITY ELEVATOR	5703		ANNL INSPECT CRT HSE		218.00
	4091	PRIORITY ELEVATOR	5704		ANNL INSPECT OLD CH		218.00
	4091	PRIORITY ELEVATOR	5742		ANNL INSPECT ADMIN		224.20
						ACCOUNT TOTAL	1,302.50 *
5110	ELECTRICAL SERVICE						
	3299	DOMINION VA POWER	1700179326	5/16	COURTHOUSE		8,823.77
	3299	DOMINION VA POWER	2476220005	5/16	PAMPLIN		3,577.04
	3299	DOMINION VA POWER	2480535000	5/16	HIST COURTHOUSE		168.83
	3299	DOMINION VA POWER	3694617006	5/16	IT ELECTRIC		162.37
	3299	DOMINION VA POWER	6400497506	5/16	LIBRARY		234.01
						ACCOUNT TOTAL	12,966.02 *
						MAJOR TOTAL	14,268.52 **

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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 6/17/2016 -- 6/17/2016

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FUND # - 101 GENERAL FUND  
MAJOR#      VENDOR      VENDOR  
ACCT#      NUMBER      NAME

INV#      DESCRIPTION      AMOUNT

071100 \*PARKS, RECREATION, TOURISM\*

3320 MAINTENANCE SERVICE CONTR

4081	HEATON'S LAWN MAINTENANCE	102	2016	CREDIT	LAWN MAINT SPT CMLPX	1,808.00-
4081	HEATON'S LAWN MAINTENANCE	103	2016		LAWN MAINTENANCE	2,260.00

ACCOUNT TOTAL 452.00 \*

5110 ELECTRICAL SERVICE

3299	DOMINION VA POWER	0256071143	5/16		MCKENNEY GYM	49.28
3299	DOMINION VA POWER	0920532504	5/16		MS BLALLFIELD	6.59
3299	DOMINION VA POWER	1930527500	5/16		DES BALLFIELD	113.82
3299	DOMINION VA POWER	3462989397	5/16		MCKENNEY REC	358.30
3299	DOMINION VA POWER	4824264958	5/16		EASTSIDE	895.10
3299	DOMINION VA POWER	6697287354	5/16		FOOTBALL FIELD	66.16
3299	DOMINION VA POWER	6714859045	5/16		EASTSIDE PARKING LOT	140.12
3299	DOMINION VA POWER	7001307540	5/16		SPORTS COMPLEX	1,213.84
3299	DOMINION VA POWER	8480522500	5/16		MS CONC STAND	54.26

ACCOUNT TOTAL 2,897.47 \*

MAJOR TOTAL 3,349.47 \*\*

081100 \*PLANNING/ZONING/GIS\*

3160 PROF SRVS - OTHER

2706	ATLANTIC TECHNOLOGY	1286			T-MOBILE APP REVIEW	900.00
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ACCOUNT TOTAL 900.00 \*

MAJOR TOTAL 900.00 \*\*

FUND TOTAL 63,975.17

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FUND # - 226 LAW LIBRARY FUND

MAJOR# VENDOR VENDOR

ACCT# NUMBER NAME

021800 LAW LIBRARY

6012 LAW LIBRARY-COURTHOUSE

10070 THOMSON REUTERS WEST

COUNTY OF DINWIDDIE

LISTING OF INVOICES FOR 6/17/2016 -- 6/17/2016

INV#

DESCRIPTION

AMOUNT

834113562

WEST INFORMATION

164.99

ACCOUNT TOTAL 164.99 \*

MAJOR TOTAL 164.99 \*\*

FUND TOTAL 164.99

AP375H

6/20/2016

FUND # - 401 COUNTY DEBT SERVICE FUND

MAJOR# VENDOR VENDOR

ACCT# NUMBER NAME

COUNTY OF DINWIDDIE

LISTING OF INVOICES FOR 6/17/2016 -- 6/17/2016

INV#

DESCRIPTION

AMOUNT

BEFORE CHECKS

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095100 DEBT SERVICE PROJECTS  
 8219 DS-DCWA CHURCH RD/GERDEAU  
 390 DINWIDDIE CO WATER AUTH. 5/16 REV INSUFF REVENUE INSUFFICIENC 16,968.04

ACCOUNT TOTAL 16,968.04 \*  
 MAJOR TOTAL 16,968.04 \*\*  
 FUND TOTAL 16,968.04  
 TOTAL DUE 81,108.20

Approved at meeting of  
 Signed

on .

Title Date  
 \_\_\_\_\_  
 Title Date  
 \_\_\_\_\_  
 Title Date  
 \_\_\_\_\_

AP375H  
 6/30/2016

COUNTY OF DINWIDDIE  
 LISTING OF INVOICES FOR 6/20/2016 -- 6/20/2016

BEFORE CHECKS  
 PAGE 1

FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
021100	*CIRCUIT COURT*				
3200		TEMP HELP - JURORS/COMMIS			
	999999	HURTT JR., WILLIS	000001745160620	JUROR PAYMNT	30.00
	999999	CAMPBELL, VIDA W	000001746160620	JUROR PAYMNT	30.00
	999999	CRABTREE, DAVID A	000001747160620	JUROR PAYMNT	30.00
	999999	ENOCHS, CHARLENE R	000001748160620	JUROR PAYMNT	30.00
	999999	PRIBBENOW, JEROME A	000001749160620	JUROR PAYMNT	30.00
	999999	SIMMONS, JENNIE R	000001750160620	JUROR PAYMNT	30.00
	999999	WHITE, DARRELL D	000001751160620	JUROR PAYMNT	30.00

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

Approved at meeting of  
 Signed

on .

Title Date  
 \_\_\_\_\_  
 Title Date  
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 Title Date  
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AP375H  
6/30/2016

COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 6/30/2016 -- 6/30/2016

BEFORE CHECKS  
PAGE 1

FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
001201	LOCAL SALES AND USE TAXES				
0001	2006	TOWN OF MCKENNEY	4/16 RECEIPTS	1% SALES TAX RECEIPT	1,240.41
				ACCOUNT TOTAL	1,240.41 *
				MAJOR TOTAL	1,240.41 **
001502	REVENUE FROM USE OF PROPERTY				
0200	999999	LOREDO, CHASSIDY	6.26.16 LOREDO	REFUND RENTAL FEE	50.00
				ACCOUNT TOTAL	50.00 *
0201	999999	HALE'S ELECTRICAL SERVICE	6.7.16 HALE'S	REFUND DAMAGE DEPOSI	100.00
				ACCOUNT TOTAL	100.00 *
				MAJOR TOTAL	150.00 **
001606	CHARGES FOR OTHER PROTECTION				
0200	999999	HARRIS, CHARLES	6.22.16 HARRIS	REFUND ADOPTION FEE	77.25
	999999	RAWLINGS, SHEKIRA	61316 RAWLINGS	REFUND ADOPTION FEE	75.00
				ACCOUNT TOTAL	152.25 *
				MAJOR TOTAL	152.25 **
001612	CHARGES FOR PARKS AND RECREATION				
0100	999999	ALESSANDRO, IRACI	62016 ALESSANDR	REFUND KARATE	40.00
				ACCOUNT TOTAL	40.00 *
				MAJOR TOTAL	40.00 **
011100	*BOARD OF SUPERVISORS*				
3600	4656	WOMACK PUBLISHING CO INC	88828	ADVERTISING	71.50
	4656	WOMACK PUBLISHING CO INC	88829	ADVERTISING	257.40
	4656	WOMACK PUBLISHING CO INC	88830	ADVERTISING	107.25
	4656	WOMACK PUBLISHING CO INC	88832	ADVERTISEMENT	128.70
				ACCOUNT TOTAL	564.85 *
				MAJOR TOTAL	564.85 **
012100	*COUNTY ADMINISTRATION*				
5210		POSTAL SERVICE			

440	POSTMASTER (ADMIN)	6/6/16	POSTAGE	ADDRESS SERVICE	.57
2254	ELECTRONIC SYSTEMS INC		IN456396	SEALING MIX	50.00
				ACCOUNT TOTAL	50.57 *
5230	TELECOMMUNICATIONS				
1424	TREASURER OF VA	T300728		PHONE SERVICES	99.41
				ACCOUNT TOTAL	99.41 *
				MAJOR TOTAL	149.98 **

AP375H COUNTY OF DINWIDDIE BEFORE CHECKS  
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FUND # -	MAJOR#	ACCT#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
101		012210		*LEGAL SERVICES*			
		3150		PROF SRVS - LEGAL			
			2487	HEFTY WILEY & GORE, PC	8104	LEGAL SERVICES	2,500.00
			2882	DREWRY, MICHAEL H	FEB-JUN 2016	LEGAL SERVICES	700.00
			4934	PATTEN, WORNOM, HATTEN &	6.15.16	LEGAL SERVICES	27,999.75
						ACCOUNT TOTAL	31,199.75 *
						MAJOR TOTAL	31,199.75 **
101		012310		*COMMISSIONER OF THE REVENUE*			
		5230		TELECOMMUNICATIONS			
			1424	TREASURER OF VA	T300728	PHONE SERVICES	30.66
						ACCOUNT TOTAL	30.66 *
		6001		OFFICE SUPPLIES			
			5050	M & W PRINTERS, INC.	103495	ENVELOPES	892.00
						ACCOUNT TOTAL	892.00 *
		6008		VEHICLE/EQUIPMENT FUEL			
			3249	JAMES RIVER PETROLEUM	CL87621	FUEL COTR	21.92
						ACCOUNT TOTAL	21.92 *
						MAJOR TOTAL	944.58 **
101		012340		*BUSINESS LICENSE*			
		6001		OFFICE SUPPLIES			
			5050	M & W PRINTERS, INC.	103577	ENVELOPES	248.60
						ACCOUNT TOTAL	248.60 *
						MAJOR TOTAL	248.60 **
101		012410		*TREASURER*			
		3200		TEMP HELP - ACCOUNTANT			
			4756	ACCONTEMPS	45970286	TEMPORARY HELP	971.27
			4756	ACCONTEMPS	46030739	TEMPORARY HELP	701.80

5210	POSTAL SERVICE				ACCOUNT TOTAL	1,673.07 *
712	POSTMASTER (TREAS)	6/2016 #178	PO BOX FEE			66.00
					ACCOUNT TOTAL	66.00 *
5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T300728	PHONE SERVICES			5.30
					ACCOUNT TOTAL	5.30 *
6001	OFFICE SUPPLIES					
5050	M & W PRINTERS, INC.	103685	GREEN PAPER			57.56
					ACCOUNT TOTAL	57.56 *
					MAJOR TOTAL	1,801.93 **
012430	*ACCOUNTING*					
3160	PROF SRVS - OTHER					
3096	VA DEPT OF TAXATION	97995	FILING FEE			10.00
					ACCOUNT TOTAL	10.00 *
					MAJOR TOTAL	10.00 **
AP375H		COUNTY OF DINWIDDIE				BEFORE CHECKS
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FUND # - 101	GENERAL FUND					
MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT
012510	*INFORMATION SYSTEMS*					
5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T300728	PHONE SERVICES			4.54
					ACCOUNT TOTAL	4.54 *
8007	COMPUTER EQUIPMENT					
3012	COHEN, NORMAN	6.16.16 REIMB	AC LITE			185.72
3505	FRASHURE, JIM	6.23.16 REIMB	MOBILE DESKTOP			308.94
					ACCOUNT TOTAL	494.66 *
					MAJOR TOTAL	499.20 **
013100	*REGISTRAR/BOARD OF ELECTIONS*					
3600	ADVERTISING					
4656	WOMACK PUBLISHING CO INC	92388	ADVERTISEMENT			178.75
					ACCOUNT TOTAL	178.75 *
5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T300728	PHONE SERVICES			5.18
					ACCOUNT TOTAL	5.18 *
					MAJOR TOTAL	183.93 **
021100	*CIRCUIT COURT*					

5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T300728		PHONE SERVICES	9.93	
				ACCOUNT TOTAL	9.93	*
				MAJOR TOTAL	9.93	**
021200	*GENERAL DISTRICT COURT*					
3150	PROF SRVS - LEGAL					
2621	MARABLE III, GEORGE F.	7965661	2939000	PUB DEF 3162000	240.00	
2621	MARABLE III, GEORGE F.	7965662	3162000	PUBLIC DEFENDER	240.00	
3441	WELLS, LINWOOD T III	7965808		PUBLIC DEFENDER	120.00	
3443	HANNA, STEVEN P	7965992		PUBLIC DEFENDER	240.00	
				ACCOUNT TOTAL	840.00	*
5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T300728		PHONE SERVICES	30.76	
				ACCOUNT TOTAL	30.76	*
				MAJOR TOTAL	870.76	**
021700	*CLERK OF THE CIRCUIT COURT*					
3160	PROF SRVS - OTHER					
4777	KOFILE PRESERVATION, INC.	215499		BOOKS	12,322.75	
				ACCOUNT TOTAL	12,322.75	*
5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T300728		PHONE SERVICES	23.09	
				ACCOUNT TOTAL	23.09	*
				MAJOR TOTAL	12,345.84	**
AP375H		COUNTY OF DINWIDDIE				BEFORE CHECKS
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FUND # - 101	GENERAL FUND					
MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT
021910	*VICTIM WITNESS PROGRAM*					
5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T300728		PHONE SERVICES	5.61	
				ACCOUNT TOTAL	5.61	*
8007	COMPUTER EQUIPMENT					
1508	BANK OF SOUTHSIDE VA	6.9.16	SAMS	VIZIO TV	324.81	
				ACCOUNT TOTAL	324.81	*
				MAJOR TOTAL	330.42	**
022100	*COMMONWEALTH'S ATTORNEY*					
5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T300728		PHONE SERVICES	9.10	

					ACCOUNT TOTAL	9.10 *
5530		MEALS & LODGING				
	4677	BARRICKS, AUDRA	5.5.16 REIMB	TRAVEL REIMBURSEMENT		307.38
	4677	BARRICKS, AUDRA	5.5.16 REIMB	TRAVEL REIMBURSEMENT		125.64
					ACCOUNT TOTAL	433.02 *
					MAJOR TOTAL	442.12 **
031200		*SHERIFF*				
3110		PROF SRVS - MEDICAL				
	3265	GREENBERG & ASSOCIATES	2710	COUNSELING SERVICES		540.00
					ACCOUNT TOTAL	540.00 *
3310		REPAIR AND MAINTENANCE				
	3955	TEN-CODE ELITE SERVICES	DCS516A	INSTALL DECALS		481.00
	3955	TEN-CODE ELITE SERVICES	DCS516B	INSTALL GRILL LIGHTS		245.00
					ACCOUNT TOTAL	726.00 *
3600		ADVERTISING				
	4656	WOMACK PUBLISHING CO INC	93209	ADVERTISEMENT		57.20
	4656	WOMACK PUBLISHING CO INC	93210	ADVERTISEMENT		57.20
	4656	WOMACK PUBLISHING CO INC	93211	ADVERTISEMENT		57.20
	4656	WOMACK PUBLISHING CO INC	93212	ADVERTISEMENT		57.20
					ACCOUNT TOTAL	228.80 *
5230		TELECOMMUNICATIONS				
	1424	TREASURER OF VA	T300728	PHONE SERVICES		174.16
					ACCOUNT TOTAL	174.16 *
6008		VEHICLE/EQUIPMENT FUEL				
	3249	JAMES RIVER PETROLEUM	CL87321	FUEL SHERIFF		2,351.25
	3249	JAMES RIVER PETROLEUM	CL87621	FUEL SHERIFF		2,572.48
	3249	JAMES RIVER PETROLEUM	CL87883	FUEL SHERIFF		2,360.68
					ACCOUNT TOTAL	7,284.41 *
6011		UNIFORMS/APPAREL				
	3777	BEST UNIFORMS	005515894	UNIFORMS		116.27
	3942	QUALITY UNIFORM	4365	UNIFORMS		131.49
	9030	CRATER CRIMINAL JUSTICE	1294	UNIFORMS		242.50
					ACCOUNT TOTAL	490.26 *

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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 6/30/2016 -- 6/30/2016

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT
6014		K-9 EXPENDITURES				

	3122	PAWS & CLAWS VETERINARY	R0000026054	K9 MEDICAL		339.84
					ACCOUNT TOTAL	339.84 *
					MAJOR TOTAL	9,783.47 **
032200		*VOLUNTEER FIRE DEPARTMENTS*				
3320		MAINTENANCE SERVICE CONTR				
	2412	PROFESSIONAL MAINTENANCE	47214	JANITORIAL SERVICES		558.37
	4757	FIRE SOLUTIONS, INC.	0000010968	HOOD INSPECTION		486.25
					ACCOUNT TOTAL	1,044.62 *
5113		UTILITIES REIMB-MCKENNEY				
	6060	MCKENNEY VOL. FIRE DEPT.	MAY 2016 REIMB	UTILITIES/SUPPLIES		441.62
					ACCOUNT TOTAL	441.62 *
5114		UTILITIES REIMB-NAMOZINE				
	6040	NAMOZINE VOL. FIRE DEPT.	JUN 2016 REIMB	UTILITIES/SUPPLIES		716.62
					ACCOUNT TOTAL	716.62 *
5230		TELECOMMUNICATIONS				
	6060	MCKENNEY VOL. FIRE DEPT.	MAY 2016 REIMB	UTILITIES/SUPPLIES		34.99
					ACCOUNT TOTAL	34.99 *
5692		CONTRIBUTION-MCKENNEY				
	3825	WITMER PUBLIC SAFETY GRP	1704247	PIERCING NOZZLE		1,097.50
	3825	WITMER PUBLIC SAFETY GRP	1704548	BLACK GRIP		1,825.00
	6060	MCKENNEY VOL. FIRE DEPT.	MAY 2016 REIMB	UTILITIES/SUPPLIES		165.29
					ACCOUNT TOTAL	3,087.79 *
6008		VEHICLE/EQUIPMENT FUEL				
	3106	BARKSDALE OILS INC	144396	FUEL DVFD		174.46
	3106	BARKSDALE OILS INC	144397	FUEL MVFD		300.69
	3106	BARKSDALE OILS INC	144484	FUEL FVFD		186.61
	3106	BARKSDALE OILS INC	144598	FUEL DVFD		397.50
	3106	BARKSDALE OILS INC	144603	FUEL NVFD		500.85
	3249	JAMES RIVER PETROLEUM	CL87321	FUEL FIRE DEPT		80.24
	3249	JAMES RIVER PETROLEUM	CL87621	FUEL FIRE DEPT		130.34
	3249	JAMES RIVER PETROLEUM	CL87883	FUEL FIRE DEPT		104.54
					ACCOUNT TOTAL	1,875.23 *
8001		MACHINERY & EQUIPMENT				
	4099	BLUE RIDGE RESCUE	38694	TURNOUT GEAR		12,528.18
	4099	BLUE RIDGE RESCUE	38712	UNIFORMS		1,789.74
					ACCOUNT TOTAL	14,317.92 *
					MAJOR TOTAL	21,518.79 **
032300		*EMERGENCY MEDICAL SERVICES*				
6007		REPAIR & MAINTENANCE SUPP				

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	1624	DINWIDDIE AUTO PARTS (EM)	42369	AUTO PARTS	7.40
				ACCOUNT TOTAL	7.40 *
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL87321	FUEL EMS	29.19
	3249	JAMES RIVER PETROLEUM	CL87621	FUEL EMS	29.34
AP375H			COUNTY OF DINWIDDIE		BEFORE CHECKS
6/30/2016			LISTING OF INVOICES FOR 6/30/2016 -- 6/30/2016		PAGE 6
FUND # - 101	GENERAL FUND				
	3249	JAMES RIVER PETROLEUM	CL87883	FUEL EMS	30.90
	6040	NAMAZINE VOL. FIRE DEPT.	JUN 2016 REIMB	UTILITIES/SUPPLIES	856.94
				ACCOUNT TOTAL	946.37 *
				MAJOR TOTAL	953.77 **
032400	*FIRE & RESCUE SERVICES*				
5230		TELECOMMUNICATIONS			
	1424	TREASURER OF VA	T300728	PHONE SERVICES	5.05
				ACCOUNT TOTAL	5.05 *
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL87321	FUEL PUBLIC SAFETY	34.71
	3249	JAMES RIVER PETROLEUM	CL87621	FUEL PUBLIC SAFETY	116.30
	3249	JAMES RIVER PETROLEUM	CL87883	FUEL PUBLIC SAFETY	76.28
				ACCOUNT TOTAL	227.29 *
				MAJOR TOTAL	232.34 **
033300	*COURT SERVICES*				
3160		PROF SRVS - OTHER			
	3008	BEHAVIORAL INTERVENTIONS	963848	ELECTRONIC MONITORIN	679.12
				ACCOUNT TOTAL	679.12 *
3840		PURCH GOVT SRVS-CRATER YO			
	985	CRATER YOUTH CARE	1684	DETENTION SERVICES	5,289.17
				ACCOUNT TOTAL	5,289.17 *
5230		TELECOMMUNICATIONS			
	1424	TREASURER OF VA	T300728	PHONE SERVICES	5.02
				ACCOUNT TOTAL	5.02 *
				MAJOR TOTAL	5,973.31 **
033400	*OTHER CORRECTION & DETENTION*				
3600		ADVERTISING			
	4656	WOMACK PUBLISHING CO INC	88827	ADVERTISING	42.90
	4656	WOMACK PUBLISHING CO INC	88902	ADVERTISING	28.60

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	4656	WOMACK PUBLISHING CO INC	88907	ADVERTISING	14.30
5230		TELECOMMUNICATIONS			ACCOUNT TOTAL 85.80 *
	1424	TREASURER OF VA	T300728	PHONE SERVICES	6.38
					ACCOUNT TOTAL 6.38 *
					MAJOR TOTAL 92.18 **
034100	*BUILDING INSPECTION*				
5230		TELECOMMUNICATIONS			
	1424	TREASURER OF VA	T300728	PHONE SERVICES	2.15
					ACCOUNT TOTAL 2.15 *
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL87321	FUEL BLDG INSPECTION	98.90
AP375H			COUNTY OF DINWIDDIE		
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FUND # - 101	GENERAL FUND				
	3249	JAMES RIVER PETROLEUM	CL87621	FUEL BLDG INSPECTION	83.25
	3249	JAMES RIVER PETROLEUM	CL87883	FUEL BLDG INSPECT	40.38
					ACCOUNT TOTAL 222.53 *
					MAJOR TOTAL 224.68 **
035100	*ANIMAL CONTROL/POUND*				
5230		TELECOMMUNICATIONS			
	1424	TREASURER OF VA	T300728	PHONE SERVICES	3.13
					ACCOUNT TOTAL 3.13 *
6002		FOOD SUPPLIES			
	1508	BANK OF SOUTHSIDE VA	5.18.16 SAMS	ANIMAL/JANIT. SUPPLY	74.90
					ACCOUNT TOTAL 74.90 *
6004		MEDICAL SUPPLIES			
	3762	JEFFERS	16165060900	MEDICAL SUPPLIES	197.84
					ACCOUNT TOTAL 197.84 *
6005		JANITORIAL SUPPLIES			
	142	SOUTHSIDE CANDY	163803	JANITORIAL SUPPLIES	92.65
	1508	BANK OF SOUTHSIDE VA	5.18.16 SAMS	ANIMAL/JANIT. SUPPLY	41.24
					ACCOUNT TOTAL 133.89 *
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL87321	FUEL ANIMAL CONTROL	124.81
	3249	JAMES RIVER PETROLEUM	CL87621	FUEL ANIMAL CONTROL	178.57
	3249	JAMES RIVER PETROLEUM	CL87883	FUEL ANIMAL CONTROL	143.87

6011	UNIFORMS/APPAREL				ACCOUNT TOTAL	447.25 *
3825	WITMER PUBLIC SAFETY GRP	1689555		UNIFORMS		512.00
					ACCOUNT TOTAL	512.00 *
					MAJOR TOTAL	1,369.01 **
035600	*EMERGENCY COMMUNICATIONS*					
3320	MAINTENANCE SERVICE CONTR					
4207	WEST SAFETY SOLUTIONS COR	5032999		MAINTENANCE		175.00
					ACCOUNT TOTAL	175.00 *
5110	ELECTRICAL SERVICE					
3299	DOMINION VA POWER	1229820145	6/16	TOWER ELECTRIC		349.24
3299	DOMINION VA POWER	3886082654	6/16	TOWER ELECTRIC		221.59
					ACCOUNT TOTAL	570.83 *
5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T300728		PHONE SERVICES		16.75
1424	TREASURER OF VA	T300912		PHONE SERVICES		52.74
					ACCOUNT TOTAL	69.49 *
					MAJOR TOTAL	815.32 **
041320	*STREETLIGHTS*					
5110	ELECTRICAL SERVICE					
3299	DOMINION VA POWER	4376987881	6/16	SIGN ELECTRIC		9.47
					ACCOUNT TOTAL	9.47 *
					MAJOR TOTAL	9.47 **
AP375H		COUNTY OF DINWIDDIE				BEFORE CHECKS
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FUND # - 101	GENERAL FUND					
MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT
042400	*WASTE MANAGEMENT*					
3110	PROF SRVS - MEDICAL					
2903	VA INDUSTRIAL MEDICINE	12379-1606003V		DOT EXAM		75.00
					ACCOUNT TOTAL	75.00 *
3310	REPAIR AND MAINTENANCE					
1795	SPAIN&WILLIAMS GARAGE INC	264225		SERV. INTNL ROLLOFF		842.09
1795	SPAIN&WILLIAMS GARAGE INC	264312		SERVICE INTNL ROLLOF		4,501.75
9080	JIMMYS CERTIFIED WELDING	27399		HUB REPAIR		37.50
9080	JIMMYS CERTIFIED WELDING	27418		WHEEL BOLT		35.00
9080	JIMMYS CERTIFIED WELDING	27445		BUSH HOG REPAIR		76.67
9080	JIMMYS CERTIFIED WELDING	27446		REPAIRS ROLLOFF TRK		1,223.47

					ACCOUNT TOTAL	6,716.48 *
5230		TELECOMMUNICATIONS				
	1424	TREASURER OF VA	T300728	PHONE SERVICES		1.31
					ACCOUNT TOTAL	1.31 *
6007		REPAIR & MAINTENANCE SUPP				
	2002	COLONY TIRE CORP.	35491	TIRES-MULTI		1,880.40
	3493	WATKINS OUTDOOR PRODUCTS	34812	MAINTENANCE SUPPLIES		57.52
	3493	WATKINS OUTDOOR PRODUCTS	34951	MAINTENANCE SUPPLIES		27.24
	4416	GCR TIRES & SERVICE	301-76598	TIRE REPAIR		1,130.00
					ACCOUNT TOTAL	3,095.16 *
6008		VEHICLE/EQUIPMENT FUEL				
	3106	BARKSDALE OILS INC	144483	FUEL WASTE MGMNT		344.70
	3249	JAMES RIVER PETROLEUM	CL87621	FUEL LANDFILL		27.01
	3249	JAMES RIVER PETROLEUM	CL87883	FUEL LANDFILL		25.28
					ACCOUNT TOTAL	396.99 *
5130		WATER & SEWER SERVICE-ROH				
	390	DINWIDDIE CO WATER AUTH.	6/16 ROH MANNED	WATER		10.53
					ACCOUNT TOTAL	10.53 *
5130		WATER & SEWER SERVICE-MCK				
	242	TOWN OF MCKENNEY	6/10 MANNED	WATER		50.00
					ACCOUNT TOTAL	50.00 *
					MAJOR TOTAL	10,345.47 **
042500		*PUBLIC NUISANCE CONTROL*				
	3160	PROF SRVS - OTHER				
		3298 WYCHE'S LANDSCAPING LLC	1323	CODE COMPLIANCE		150.00
		3298 WYCHE'S LANDSCAPING LLC	1324	CODE COMPLIANCE		150.00
		3298 WYCHE'S LANDSCAPING LLC	1326	CODE COMPLIANCE		2,800.00
		3561 MARTIN & SONS LAWN CARE	5.14.16	CODE COMPLIANCE		300.00
		3561 MARTIN & SONS LAWN CARE	6.23.16	CODE COMPLIANCE		300.00
		4600 C & P ENTERPRISES LLC	1875	CODE COMPLIANCE		300.00
					ACCOUNT TOTAL	4,000.00 *
					MAJOR TOTAL	4,000.00 **
043200		*GENERAL PROPERTIES*				
	3310	REPAIR AND MAINTENANCE				
		2792 GENTRY WELL WORKS, INC.	13459	WATER LINE LEAK		618.00
					ACCOUNT TOTAL	618.00 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
3320	2412	MAINTENANCE SERVICE CONTR PROFESSIONAL MAINTENANCE	47214	JANITORIAL SERVICES	5,499.54
				ACCOUNT TOTAL	5,499.54 *
5110	3299	ELECTRICAL SERVICE DOMINION VA POWER	3694617006 6/16	IT ELECTRIC	244.96
				ACCOUNT TOTAL	244.96 *
6008	3249	VEHICLE/EQUIPMENT FUEL JAMES RIVER PETROLEUM	CL87321	FUEL BLDG & GROUNDS	66.29
	3249	JAMES RIVER PETROLEUM	CL87321	FUEL ADMINISTRATION	28.20
	3249	JAMES RIVER PETROLEUM	CL87621	FUEL BLDG & GROUNDS	69.69
	3249	JAMES RIVER PETROLEUM	CL87883	FUEL BLDG & GROUNDS	129.16
	3249	JAMES RIVER PETROLEUM	CL87883	FUEL ADMINISTRATION	63.27
				ACCOUNT TOTAL	356.61 *
				MAJOR TOTAL	6,719.11 **
051100		*LOCAL HEALTH DEPARTMENT*			
3310	4935	REPAIR AND MAINTENANCE MID-ATLANTIC TECHNOLOGY	15083	ANNEX SECURITY	2,967.99
				ACCOUNT TOTAL	2,967.99 *
				MAJOR TOTAL	2,967.99 **
071100		*PARKS, RECREATION, TOURISM*			
3600	4656	ADVERTISING WOMACK PUBLISHING CO INC	88833	ADVERTISING	42.60
	4656	WOMACK PUBLISHING CO INC	88834	ADVERTISING	42.60
				ACCOUNT TOTAL	85.20 *
3610	4874	MARKETING SWIFT WEB DESIGN AND MARK	1069	LOGO DESIGN	1,390.00
	4890	L4 ENTERPRISES, INC.	395	VIDEO	11,500.00
				ACCOUNT TOTAL	12,890.00 *
5110	3299	ELECTRICAL SERVICE DOMINION VA POWER	1930527500 6/16	DES BALLFIELD	72.01
	3299	DOMINION VA POWER	6697287354 6/16	FOOTBALL FIELD ELECT	14.54
	3299	DOMINION VA POWER	7001307540 6/16	SPORTS COMPLEX ELECT	1,150.28
	3299	DOMINION VA POWER	8480522500 6/16	MS CONC STAND	37.26
				ACCOUNT TOTAL	1,274.09 *
5130	242	WATER & SEWER SERVICE TOWN OF MCKENNEY	6.10.16 MCK GYM	WATER/SEWER	100.00
	390	DINWIDDIE CO WATER AUTH.	6/16 EASTSIDE	WATER/SEWER	358.60

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	390	DINWIDDIE CO WATER AUTH.	6/16 SPT CMLX	WATER	198.16
				ACCOUNT TOTAL	656.76 *
5230		TELECOMMUNICATIONS			
	1424	TREASURER OF VA	T300728	PHONE SERVICES	48.11
				ACCOUNT TOTAL	48.11 *
6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL87321	FUEL PARKS & REC	114.90
	3249	JAMES RIVER PETROLEUM	CL87621	FUEL PARKS & REC	117.45
AP375H			COUNTY OF DINWIDDIE		BEFORE CHECKS
6/30/2016			LISTING OF INVOICES FOR 6/30/2016 -- 6/30/2016		PAGE 10
FUND # - 101	GENERAL FUND				
6014		CONCESSIONS			
	3249	JAMES RIVER PETROLEUM	CL87883	FUEL PARKS & REC	83.10
				ACCOUNT TOTAL	315.45 *
	1508	BANK OF SOUTHSIDE VA	06.09.16 SAMS	SAMS	110.40
	1508	BANK OF SOUTHSIDE VA	5.16.16 SAMS	CONCESSIONS	211.33
	1508	BANK OF SOUTHSIDE VA	5.24.16 SAMS	CONCESSIONS	66.02
	1508	BANK OF SOUTHSIDE VA	6.1.16 SAMS	CONCESSIONS	31.73
	1508	BANK OF SOUTHSIDE VA	6.8.16 SAMS	MEMBERSHIP DUES	45.00
				ACCOUNT TOTAL	464.48 *
				MAJOR TOTAL	15,734.09 **
081100	*PLANNING/ZONING/GIS*				
3600		ADVERTISING			
	4656	WOMACK PUBLISHING CO INC	88831	ADVERTISING	214.50
				ACCOUNT TOTAL	214.50 *
5230		TELECOMMUNICATIONS			
	1424	TREASURER OF VA	T300728	PHONE SERVICES	5.27
				ACCOUNT TOTAL	5.27 *
5510		MILEAGE			
	4684	SHERRY, JAMIE	6.3.16 REIMB	TRAVEL REIMBURSEMENT	84.24
	4936	SIMMONS, ANTHONY	6.14.16 REIMB	TRAVEL EXPENSE REIMB	171.72
				ACCOUNT TOTAL	255.96 *
5530		MEALS & LODGING			
	4684	SHERRY, JAMIE	6.3.16 REIMB	TRAVEL REIMBURSEMENT	12.00
	4936	SIMMONS, ANTHONY	6.14.16 REIMB	TRAVEL EXPENSE REIMB	35.25
				ACCOUNT TOTAL	47.25 *
6008		VEHICLE/EQUIPMENT FUEL			

3249	JAMES RIVER PETROLEUM	CL87321	FUEL PLANNING	49.23
3249	JAMES RIVER PETROLEUM	CL87621	FUEL PLANNING	24.91
3249	JAMES RIVER PETROLEUM	CL87883	FUEL PLANNING	47.77

ACCOUNT TOTAL	121.91 *
MAJOR TOTAL	644.89 **

081500 \*ECONOMIC DEVELOPMENT\*  
5230 TELECOMMUNICATIONS

1424	TREASURER OF VA	T300728	PHONE SERVICES	3.86
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ACCOUNT TOTAL	3.86 *
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6008 VEHICLE/EQUIPMENT FUEL

3249	JAMES RIVER PETROLEUM	CL87621	FUEL ECONOMIC DEVELP	30.90
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ACCOUNT TOTAL	30.90 *
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MAJOR TOTAL	34.76 **
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083500 \*COOPERATIVE EXTENSION PROGRAM\*  
5230 TELECOMMUNICATIONS

1424	TREASURER OF VA	T300728	PHONE SERVICES	.93
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ACCOUNT TOTAL	.93 *
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MAJOR TOTAL	.93 **
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FUND TOTAL	132,604.13
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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 6/30/2016 -- 6/30/2016

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR
ACCT#	NUMBER	NAME

INV#	DESCRIPTION	AMOUNT
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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 6/30/2016 -- 6/30/2016

BEFORE CHECKS  
PAGE 12

FUND # - 209 RECYCLING/LITTER GRANT FUND

MAJOR#	VENDOR	VENDOR
ACCT#	NUMBER	NAME
042600	RECYCLING/LITTER GRANT FUND	
8001	MACHINERY & EQUIPMENT	

INV#	DESCRIPTION	AMOUNT
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3017	PRO-TAINER, INC.	123663	CARDBOARD RECYCLING	13,106.00
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ACCOUNT TOTAL	13,106.00 *
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MAJOR TOTAL	13,106.00 **
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FUND TOTAL	13,106.00
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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 6/30/2016 -- 6/30/2016

BEFORE CHECKS  
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FUND # - 210 COMMUNITY DEVELOPMENT FUND

MAJOR#	VENDOR	VENDOR
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ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
081600		OTHER COMMUNITY DEVELOPMENT			
6099		WORKFORCE DEVELOPMENT/YOU			
	1508	BANK OF SOUTHSIDE VA	6.3.16 SAMS	CAREER LUNCH PROGRAM	11.90
				ACCOUNT TOTAL	11.90 *
				MAJOR TOTAL	11.90 **
				FUND TOTAL	11.90

AP375H COUNTY OF DINWIDDIE BEFORE CHECKS  
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FUND # -	MAJOR#	VENDOR	VENDOR	ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
228		FIRE/EMS GRANTS FUND							
				032200		FIRE PROGRAM EXPENDITURES			
				5694		FIRE PROGRAMS - OLD HICKO			
					4108	EAST COAST EMERGENCY	7302	EMERGENCY LIGHTS	1,899.40
								ACCOUNT TOTAL	1,899.40 *
								MAJOR TOTAL	1,899.40 **
				032300		FOUR FOR LIFE EXPENDITURES			
				6004		MEDICAL SUPPLIES			
					4868	NORTH AMERICAN RESCUE LLC	222178	MEDICAL SUPPLIES	2,192.69
								ACCOUNT TOTAL	2,192.69 *
								MAJOR TOTAL	2,192.69 **
								FUND TOTAL	4,092.09

AP375H COUNTY OF DINWIDDIE BEFORE CHECKS  
6/30/2016 LISTING OF INVOICES FOR 6/30/2016 -- 6/30/2016 PAGE 15

FUND # -	MAJOR#	VENDOR	VENDOR	ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
305		CAPITAL PROJECTS							
				094100		COUNTY BUILDINGS			
				8214		MCKENNEY RECREATION			
					91	FROEHLING & ROBERTSON INC	128764	RAGSDALE COMM CENTER	1,391.60
					3595	BAXTER BAILEY & ASSOC.	3629	RASDALE COMM CENTER	649.25
					4807	R. F. HOWERTON, INC.	APPLICATION 7A	RAGSDALE COMM CENTER	30,582.40
					4807	R. F. HOWERTON, INC.	APPLICATION 7R1	RAGSDALE COMM CENTER	122,793.53
					4807	R. F. HOWERTON, INC.	APPLICATION 8	RAGSDALE COMM CENTER	193,284.61
								ACCOUNT TOTAL	348,701.39 *
				8217		EASTSIDE IMPROVEMENTS			
					4774	ADAMS CONSTRUCTION	12412 APP 3	EASTSIDE PAVING	17,700.00
								ACCOUNT TOTAL	17,700.00 *

8218	GOVERNMENT FACILITIES PLA					
4747	SOUTHERN ENVIRONMENTAL	5708		DEMOLITION		26,561.00
					ACCOUNT TOTAL	26,561.00 *
8229	BROADBAND					
2706	ATLANTIC TECHNOLOGY	1293		BROADBAND CONSULTING		300.00
					ACCOUNT TOTAL	300.00 *
					MAJOR TOTAL	393,262.39 **
094300						
8215	MANNED SITES					
4762	TOWNSEND & SON BULLDOZING	06.17.16		CLAY STREET MANNED		15,851.10
4762	TOWNSEND & SON BULLDOZING	6.17.16		CLAY STREET MANNED		1,986.74
4831	GEO-SOLUTIONS	7613		FORD MANNED SITE		600.00
					ACCOUNT TOTAL	18,437.84 *
					MAJOR TOTAL	18,437.84 **
					FUND TOTAL	411,700.23
					TOTAL DUE	561,514.35

Approved at meeting of  
Signed

on .

_____	Title	Date
_____	Title	Date
_____	Title	Date

AP375H  
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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 7/01/2016 -- 7/01/2016

FUND # - 101	GENERAL FUND				
MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
011100	*BOARD OF SUPERVISORS*				
5307		PUBLIC OFFICIAL INSURANCE			
	252	VACORP	8400	INSURANCE MULTIPLE	775.00
	252	VACORP	8400	INSURANCE MULTIPLE	11,534.00
	3832	VA DEPT OF THE TREASURY	170000005270	PUB OFFICIALS LIABIL	294.00
				ACCOUNT TOTAL	12,603.00 *
5810		DUES/MEMBERSHIPS			
	2766	VACO SERVICES	IVC0604587	COUNTY DUES	6,038.00
				ACCOUNT TOTAL	6,038.00 *
				MAJOR TOTAL	18,641.00 **
012100	*COUNTY ADMINISTRATION*				

5308		GENERAL LIABILITY INSURAN						
	252	VACORP	8400	INSURANCE MULTIPLE			11,829.00	
	252	VACORP	8400	INSURANCE MULTIPLE			5,260.00	
					ACCOUNT TOTAL		17,089.00	*
5810		DUES/MEMBERSHIPS						
	103	VA MUNICIPAL CLERKS ASSOC	16/17 DUES	WRAY-DUES			35.00	
					ACCOUNT TOTAL		35.00	*
					MAJOR TOTAL		17,124.00	**
012210		*LEGAL SERVICES*						
5540		CONVENTION & EDUCATION						
	3259	LGPA	2017 JENNINGS	ANNUAL DUES			150.00	
					ACCOUNT TOTAL		150.00	*
					MAJOR TOTAL		150.00	**
012220		*HUMAN RESOURCES*						
2650		LINE OF DUTY ACT INSURANC						
	252	VACORP	16-17-LODA-24	LODA INSURANCE			66,004.00	
					ACCOUNT TOTAL		66,004.00	*
2700		WORKERS COMPENSATION INSU						
	252	VACORP	12390	WORKERS' COMPENSATIO			129,614.00	
					ACCOUNT TOTAL		129,614.00	*
					MAJOR TOTAL		195,618.00	**
012410		*TREASURER*						
5810		DUES/MEMBERSHIPS						
	302	TREASURERS' ASSOC OF VA	2016-2017	MEMBERSHIP DUES			400.00	
					ACCOUNT TOTAL		400.00	*
					MAJOR TOTAL		400.00	**
012430		*ACCOUNTING*						
5810		DUES/MEMBERSHIPS						
	611	BAI-ACCTING USER GROUP	FY 16-17 DUES	MEMBERSHIP DUES			500.00	
					ACCOUNT TOTAL		500.00	*

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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 7/01/2016 -- 7/01/2016

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
5899		MISC CHARGES			
	3752	DAVIS VISION	JULY 2016	RETIREE VISION	15.44
					ACCOUNT TOTAL
					15.44 *
					MAJOR TOTAL
					515.44 **

012510	*INFORMATION SYSTEMS*						
5810	DUES/MEMBERSHIPS						
	4931 VIRGINIA LOCAL GOVERNMENT	20160001		MEMBERSHIP DUES		50.00	
					ACCOUNT TOTAL	50.00	*
					MAJOR TOTAL	50.00	**
013100	*REGISTRAR/BOARD OF ELECTIONS*						
5540	CONVENTION & EDUCATION						
	109 VRAV	08/16 MEETING		REGISTRATION		165.00	
					ACCOUNT TOTAL	165.00	*
					MAJOR TOTAL	165.00	**
022100	*COMMONWEALTH'S ATTORNEY*						
5810	DUES/MEMBERSHIPS						
	3365 TREASURER OF VA	7.1.16 BASKERV		STATE BAR DUES		295.00	
	3365 TREASURER OF VA	7.1.16 CAMPBELL		STATE BAR DUES		275.00	
	3365 TREASURER OF VA	7.1.16 FISHER		STATE BAR DUES		275.00	
					ACCOUNT TOTAL	845.00	*
					MAJOR TOTAL	845.00	**
031200	*SHERIFF*						
3840	PURCH GOVT SRVS-CRTR CRIM						
	9030 CRATER CRIMINAL JUSTICE	1259		FY 17 CONTRIBUTION		30,340.80	
					ACCOUNT TOTAL	30,340.80	*
5699	CONTRIBUTION-CRIMESOLVERS						
	3 PETERSBURG/DINWIDDIE	FY17		FY17 CONTRIBUTION		250.00	
					ACCOUNT TOTAL	250.00	*
					MAJOR TOTAL	30,590.80	**
032200	*VOLUNTEER FIRE DEPARTMENTS*						
5311	HEALTH & ACCIDENT INSURAN						
	252 VACORP	16-17-VASC-7		ACCIDENT/SICK INSURA		44,033.00	
					ACCOUNT TOTAL	44,033.00	*
5695	CONTRIBUTION-CARSON						
	691 TREASURER, PRINCE GEORGE	FY17		FY17 CONTRIBUTION		13,500.00	
					ACCOUNT TOTAL	13,500.00	*
					MAJOR TOTAL	57,533.00	**
032300	*EMERGENCY MEDICAL SERVICES*						
5699	CONTRIBUTION-MEDFLIGHT						
	787 CHESTERFIELD FIRE & EMS	FY 17		FY17 CONTRIBUTION		900.00	
					ACCOUNT TOTAL	900.00	*
					MAJOR TOTAL	900.00	**
AP375H		COUNTY OF DINWIDDIE					BEFORE CHECKS

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LISTING OF INVOICES FOR 7/01/2016 -- 7/01/2016

FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
032400	*FIRE & RESCUE SERVICES*				
5698	CONTRIBUTION-FORESTRY SRV				
	675	STATE FORESTER	FY 17	FY17 CONTRIBUTION	20,293.00
				ACCOUNT TOTAL	20,293.00 *
5699	CONTRIBUTION-RED CROSS				
	1109	AMERICAN RED CROSS	FY17	FY17 CONTRIBUTION	6,500.00
				ACCOUNT TOTAL	6,500.00 *
				MAJOR TOTAL	26,793.00 **
033100	*CONFINEMENT & CARE OF PRISONERS*				
3840	PURCH GOVT SRVS-JAIL BEDS				
	4004	MEHERRIN RIVER REG JAIL	FY17-Q1	1ST QTR JAIL BEDS	548,128.88
				ACCOUNT TOTAL	548,128.88 *
				MAJOR TOTAL	548,128.88 **
035600	*EMERGENCY COMMUNICATIONS*				
3320	MAINTENANCE SERVICE CONTR				
	3199	BIDDLE CONSULTING GROUP	51538	ANNUAL MAINTENANCE	659.00
	3347	COMPUTER PROJECTS OF IL	16-06-75ME	ANNUAL LICENSE FEE	173.40
				ACCOUNT TOTAL	832.40 *
5410	LEASE/RENTAL OF EQUIPMENT				
	4709	TV6 HOLDINGS LLC	IN11404318	TOWER LEASE	2,600.86
				ACCOUNT TOTAL	2,600.86 *
				MAJOR TOTAL	3,433.26 **
043200	*GENERAL PROPERTIES*				
5110	ELECTRICAL SERVICE				
	2869	VA ENERGY PURCHASING	039827	2016-2017 ASSESSMENT	237.00
				ACCOUNT TOTAL	237.00 *
5130	WATER & SEWER SERVICE				
	390	DINWIDDIE CO WATER AUTH.	JULY 2016	WATER/SEWER	24,993.00
				ACCOUNT TOTAL	24,993.00 *
5301	BOILER INSURANCE				
	252	VACORP	8400	INSURANCE MULTIPLE	2,108.00
				ACCOUNT TOTAL	2,108.00 *
5302	PROPERTY INSURANCE				
	252	VACORP	8400	INSURANCE MULTIPLE	19,810.00
				ACCOUNT TOTAL	19,810.00 *

5304	INLAND MARINE INSURANCE					
252	VACORP	8400	INSURANCE MULTIPLE		8,380.00	
				ACCOUNT TOTAL	8,380.00	*
5305	MOTOR VEHICLE INSURANCE					
252	VACORP	8400	INSURANCE MULTIPLE		62,173.00	
				ACCOUNT TOTAL	62,173.00	*
				MAJOR TOTAL	117,701.00	**

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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 7/01/2016 -- 7/01/2016

FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
051100	*LOCAL HEALTH DEPARTMENT*				
5610	CONTRIBUTION-DINWIDDIE HE				
	1540	DINWIDDIE CO HEALTH DEPT	FY17	FY17 CONTRIBUTION	59,008.00
				ACCOUNT TOTAL	59,008.00 *
				MAJOR TOTAL	59,008.00 **
052200	*MENTAL HEALTH/RETARDATION*				
5620	CONTRIBUTION-DISTRICT 19				
	7060	DISTRICT 19	FY 17	FY17 CONTRIBUTION	19,557.00
				ACCOUNT TOTAL	19,557.00 *
				MAJOR TOTAL	19,557.00 **
053230	*AREA AGENCY ON AGING*				
5699	CONTRIBUTION-CRATER AREA				
	79	CRATER DISTRICT AREA	FY17	FY17 CONTRIBUTION	10,767.00
				ACCOUNT TOTAL	10,767.00 *
				MAJOR TOTAL	10,767.00 **
053600	*OTHER SOCIAL SERVICES*				
5695	CONTRIBUTION-DOMESTIC VIO				
	2398	SOUTHSIDE CENTER	FY17	FY17 CONTRIBUTION	7,000.00
	4359	THE JAMES HOUSE	FY17	FY17 CONTRIBUTION	7,000.00
				ACCOUNT TOTAL	14,000.00 *
5696	CONTRIBUTION-CARES				
	9040	CARES, INC.	FY 17	FY17 CONTRIBUTION	1,742.00
				ACCOUNT TOTAL	1,742.00 *
5697	CONTRIBUTION-LEGAL AID				
	337	LEGAL AID JUSTICE CENTER	FY 17	FY17 CONTRIBUTION	8,471.00
				ACCOUNT TOTAL	8,471.00 *
5699	CONTRIBUTION-MISC				

4104	SENIOR NAVIGATOR	FY 17	FY17 CONTRIBUTION	1,000.00
4105	FEED MORE INC	FY 17	FY17 CONTRIBUTION	3,000.00
4679	CCHASM	FY 17	FY17 CONTRIBUTION	3,000.00

ACCOUNT TOTAL	7,000.00 *
MAJOR TOTAL	31,213.00 **

066100 \*CONTRIBUTIONS TO COLLEGES\*  
5696 CONTRIBUTION-VSU

1989	VIRGINIA STATE UNIVERSITY	FY 17	FY17 CONTRIBUTION	2,500.00
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ACCOUNT TOTAL	2,500.00 *
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5697 CONTRIBUTION-RBC

1991	RICHARD BLAND COLLEGE	FY 17	FY17 CONTRIBUTION	5,000.00
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ACCOUNT TOTAL	5,000.00 *
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5698 CONTRIBUTION-JTCC

7505	JOHN TYLER COMM COLLEGE	FY 17	FY17 CONTRIBUTION	4,094.00
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ACCOUNT TOTAL	4,094.00 *
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MAJOR TOTAL	11,594.00 **
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7/06/2016

COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 7/01/2016 -- 7/01/2016

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
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071100 \*PARKS, RECREATION, TOURISM\*

6099		SPECIAL EVENTS			
	4136	PRUSAK, IVAN STEVAN	09092016-1	FAIR PERF DEP	1,500.00

ACCOUNT TOTAL	1,500.00 *
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MAJOR TOTAL	1,500.00 **
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073200 \*REGIONAL LIBRARY\*

5640		CONTRIBUTION-REGIONAL LIB			
	370	APPOMATTOX REGIONAL LIBR.	2017-01	FY17 CONTRIBUTION	67,057.75

ACCOUNT TOTAL	67,057.75 *
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MAJOR TOTAL	67,057.75 **
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081600 \*OTHER PLAN/COMMUNITY DEV\*

5690		CONTRIBUTION-AIRPORT AUTH			
	48	DINWIDDIE AIRPORT AND	FY 17	FY17 CONT/DEBT SRVC	11,891.00

ACCOUNT TOTAL	11,891.00 *
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5691		CONTRIBUTION-PBURG AREA T			
	3022	PETERSBURG AREA REGIONAL	FY 17	FY17 CONTRIBUTION	21,000.00

ACCOUNT TOTAL	21,000.00 *
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5693 CONTRIBUTION-CRATER PDC

	1640	CRATER PLANNING DISTRICT	FY 17	FY 17 CONTRIBUTION		18,201.00
					ACCOUNT TOTAL	18,201.00 *
5694	1070	CONTRIBUTION-VA GATEWAY R VA'S GATEWAY REGION	FY 17	FY17 CONTRIBUTION		34,456.00
					ACCOUNT TOTAL	34,456.00 *
5695	256	CONTRIBUTION-DINWIDDIE CO DINWIDDIE CO INDUSTRIAL	FY 17	FY17 CONTRIBUTION		25,000.00
					ACCOUNT TOTAL	25,000.00 *
5699	3092	CONTRIBUTION-MISC DINWIDDIE CO CHAMBER OF	FY 17	FY17 CONTRIBUTION		6,000.00
	3139	VA'S RETREAT CONSORTIUM	FY 17	FY17 CONTRIBUTION		4,500.00
	3179	CRATER SMALL BUSINESS DEV	FY 17	FY17 CONTRIBUTION		2,800.00
	3325	FRIENDS OF THE LOWER	FY 17	FY17 CONTRIBUTION		3,000.00
					ACCOUNT TOTAL	16,300.00 *
					MAJOR TOTAL	126,848.00 **
082400		*SOIL & WATER CONS DISTRICT*				
5699	135	CONTRIBUTION-APPOMATTOX S APPOMATTOX RIVER SOIL AND	FY 17	FY17 CONTRIBUTION		12,500.00
					ACCOUNT TOTAL	12,500.00 *
					MAJOR TOTAL	12,500.00 **
083500		*COOPERATIVE EXTENSION PROGRAM*				
5420	3039	LEASE/RENTAL OF BLDGS PERROTTI MANAGEMENT LLC	JULY 2016	LEASE		1,741.00
					ACCOUNT TOTAL	1,741.00 *
					MAJOR TOTAL	1,741.00 **
					FUND TOTAL	1,360,374.13

AP375H COUNTY OF DINWIDDIE BEFORE CHECKS  
7/06/2016 LISTING OF INVOICES FOR 7/01/2016 -- 7/01/2016 PAGE 6

FUND # - 101 GENERAL FUND  
MAJOR# VENDOR VENDOR  
ACCT# NUMBER NAME INV# DESCRIPTION AMOUNT  
AP375H COUNTY OF DINWIDDIE BEFORE CHECKS  
7/06/2016 LISTING OF INVOICES FOR 7/01/2016 -- 7/01/2016 PAGE 7

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. JULY 2016 WATER/SEWER 17,439.00

8221	DS-AIRPORT				ACCOUNT TOTAL	17,439.00 *
48	DINWIDDIE AIRPORT AND	FY 17		FY17 CONT/DEBT SRVC		13,785.00
					ACCOUNT TOTAL	13,785.00 *
					MAJOR TOTAL	31,224.00 **
					FUND TOTAL	31,224.00
					TOTAL DUE	1,391,598.13

Approved at meeting of  
Signed

on .

_____	_____
Title	Date
_____	_____
Title	Date
_____	_____
Title	Date

AP375H COUNTY OF DINWIDDIE BEFORE CHECKS  
7/09/2016 LISTING OF INVOICES FOR 7/08/2016 -- 7/08/2016 PAGE 1

FUND # -	MAJOR#	VENDOR	VENDOR	ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
101				001612		CHARGES FOR PARKS AND RECREATION			
				0100		RECREATION FEES			
		999999	DAVIS, RAHIEME				5.16.16 DAVIS	REFUND BASKETBALL	25.00
								ACCOUNT TOTAL	25.00 *
				0104		CONCESSION SALES			
		3981	DINWIDDIE DIAMONDS				6.23.16	DRINK COMMISSIONS	16.28
								ACCOUNT TOTAL	16.28 *
								MAJOR TOTAL	41.28 **
				012220		*HUMAN RESOURCES*			
				2300		MEDICAL INSURANCE			
		3130	UNITED STATES TREASURY				2ND QTR 2016	2ND QTR FED EXCISE	852.81
								ACCOUNT TOTAL	852.81 *
								MAJOR TOTAL	852.81 **
				012410		*TREASURER*			
				3200		TEMP HELP - ACCOUNTANT			
		4756	ACCOUNTEMPS				46070179	TEMPORARY HELP	677.60
								ACCOUNT TOTAL	677.60 *
								MAJOR TOTAL	677.60 **
				012510		*INFORMATION SYSTEMS*			
				5230		TELECOMMUNICATIONS			

1424	TREASURER OF VA	T300646	PHONE SERVICE	561.02	
			ACCOUNT TOTAL	561.02	*
			MAJOR TOTAL	561.02	**
013100	*REGISTRAR/BOARD OF ELECTIONS*				
5510	MILEAGE				
1307	THOMPSON, DAVID S	6.14.16	MILEAGE ELECTION DAY MILEAGE	193.86	
2312	BRANDON, LINDA	6.30.16	MILEAGE REIMB	149.42	
			ACCOUNT TOTAL	343.28	*
			MAJOR TOTAL	343.28	**
021700	*CLERK OF THE CIRCUIT COURT*				
5210	POSTAL SERVICE				
1730	TREASURER OF VA (SUP)	7.6.16	POSTAGE APR-JUNE 2016	463.90	
			ACCOUNT TOTAL	463.90	*
			MAJOR TOTAL	463.90	**
022100	*COMMONWEALTH'S ATTORNEY*				
5210	POSTAL SERVICE				
1730	TREASURER OF VA (SUP)	7.6.16	POSTAGE APR-JUNE 2016	131.32	
			ACCOUNT TOTAL	131.32	*
			MAJOR TOTAL	131.32	**

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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 7/08/2016 -- 7/08/2016

FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
031200	*SHERIFF*				
3310	REPAIR AND MAINTENANCE				
	498	DEWITT TIRE INC. (SHER)	22319	SERVICE 0755	155.16
	498	DEWITT TIRE INC. (SHER)	22364	SERVICE 8280	967.98
	498	DEWITT TIRE INC. (SHER)	22365	SERVICE 7976	154.34
	498	DEWITT TIRE INC. (SHER)	22377	SERVICE 4883	51.96
	498	DEWITT TIRE INC. (SHER)	22378	SERVICE 8428	25.88
	498	DEWITT TIRE INC. (SHER)	22379	SERVICE 8282	60.00
	498	DEWITT TIRE INC. (SHER)	22391	SERVICE 0659	27.12
	498	DEWITT TIRE INC. (SHER)	22429	SERVICE 1551	18.38
	498	DEWITT TIRE INC. (SHER)	22435	SERVICE 4883	359.04
	498	DEWITT TIRE INC. (SHER)	22447	SERVICE 7974	85.34
	498	DEWITT TIRE INC. (SHER)	22448	SERVICE 8427	40.88
	498	DEWITT TIRE INC. (SHER)	22449	SERVICE 4882	25.88
	498	DEWITT TIRE INC. (SHER)	22450	SERVICE 6584	18.30

498	DEWITT TIRE INC.	(SHER)	22509	SERVICE 3955	25.88
498	DEWITT TIRE INC.	(SHER)	22516	SERVICE 8429	77.84
498	DEWITT TIRE INC.	(SHER)	22526	SERVICE 4518	337.63
498	DEWITT TIRE INC.	(SHER)	22535	SERVICE 8427	7.50
498	DEWITT TIRE INC.	(SHER)	22537	SERVICE 7978	90.34
498	DEWITT TIRE INC.	(SHER)	22543	SERVICE 5155	249.13
498	DEWITT TIRE INC.	(SHER)	22553	SERVICE 8429	170.05
498	DEWITT TIRE INC.	(SHER)	22554	SERVICE 8129	25.88
498	DEWITT TIRE INC.	(SHER)	22607	SERVICE 9998	315.28
498	DEWITT TIRE INC.	(SHER)	22608	SERVICE 1583	749.77
498	DEWITT TIRE INC.	(SHER)	22609	SERVICE 0672	248.84
498	DEWITT TIRE INC.	(SHER)	22610	SERVICE 4883	27.12

ACCOUNT TOTAL 4,315.52 \*

3320 MAINTENANCE SERVICE CONTR

780	HOUCHINS PEST CONTROL		133536	JAIL PEST CONTROL	50.00
780	HOUCHINS PEST CONTROL		133981	TRAINING FACILITY	30.00

ACCOUNT TOTAL 80.00 \*

3600 ADVERTISING

4656	WOMACK PUBLISHING CO INC		92386	ADVERTISING	57.20
4656	WOMACK PUBLISHING CO INC		92415	ADVERTISING	57.20
4656	WOMACK PUBLISHING CO INC		92464	ADVERTISING	57.20
4656	WOMACK PUBLISHING CO INC		92489	ADVERTISING	57.20

ACCOUNT TOTAL 228.80 \*

5110 ELECTRICAL SERVICE

3299	DOMINION VA POWER		0700495005 6/16	S.O. ELECTRIC	471.64
3299	DOMINION VA POWER		2460565001 6/16	TRAINING CENTER	502.89
3299	DOMINION VA POWER		8016400007 6/16	JAIL ELECTRIC	1,078.46

ACCOUNT TOTAL 2,052.99 \*

6001 OFFICE SUPPLIES

420	DUNN-RITE PRINTING CO.		6752	DOOR HANGERS	149.80
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ACCOUNT TOTAL 149.80 \*

6007 REPAIR & MAINTENANCE SUPP

1466	GOODYEAR AUTO SERVICE CTR		195121	TIRES MULTI	1,394.84
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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 7/08/2016 -- 7/08/2016

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
	1466	GOODYEAR AUTO SERVICE CTR	195122	TIRES-MULTI	1,609.28

					ACCOUNT TOTAL	3,004.12 *
6008		VEHICLE/EQUIPMENT FUEL				
	3249	JAMES RIVER PETROLEUM	CL88177	FUEL SHERIFF		1,509.19
					ACCOUNT TOTAL	1,509.19 *
					MAJOR TOTAL	11,340.42 **
032200		*VOLUNTEER FIRE DEPARTMENTS*				
5111		UTILITIES REIMB-DINWIDDIE				
	3299	DOMINION VA POWER	6328509408 6/16	DVFD ELECTRIC		834.35
					ACCOUNT TOTAL	834.35 *
5115		UTILITIES REIMB-OLD HICKO				
	6050	OLD HICKORY VOL. FIRE DPT	JUNE 2016 REIMB	UTILITIES/SUPPLIES		459.94
					ACCOUNT TOTAL	459.94 *
5230		TELECOMMUNICATIONS				
	6050	OLD HICKORY VOL. FIRE DPT	JUNE 2016 REIMB	UTILITIES/SUPPLIES		76.22
					ACCOUNT TOTAL	76.22 *
5690		CONTRIBUTION-DINWIDDIE				
	6020	DINWIDDIE VOL. FIRE DEPT.	JUNE 2016 REIMB	UTILITIES/SUPPLIES		5,117.04
					ACCOUNT TOTAL	5,117.04 *
5692		CONTRIBUTION-MCKENNEY				
	780	HOUCHINS PEST CONTROL	145705	MVFD-PEST CONTROL		25.00
					ACCOUNT TOTAL	25.00 *
5694		CONTRIBUTION-OLD HICKORY				
	6050	OLD HICKORY VOL. FIRE DPT	JUNE 2016 REIMB	UTILITIES/SUPPLIES		9,851.31
					ACCOUNT TOTAL	9,851.31 *
6008		VEHICLE/EQUIPMENT FUEL				
	3249	JAMES RIVER PETROLEUM	CL88177	FUEL FIRE DEPT		18.48
					ACCOUNT TOTAL	18.48 *
8001		MACHINERY & EQUIPMENT				
	899	FIRE PROTECTION	00063822	MASK BAG		1,579.50
	3825	WITMER PUBLIC SAFETY GRP	1700023	FIRE EQUIP/BOOTS		9,887.50
					ACCOUNT TOTAL	11,467.00 *
					MAJOR TOTAL	27,849.34 **
032300		*EMERGENCY MEDICAL SERVICES*				
3120		PROF SRVS - ACCTG/AUDITIN				
	4029	MED3000	0041642	MANAGEMENT FEE		1,398.96
					ACCOUNT TOTAL	1,398.96 *
3160		PROF SRVS - OTHER				
	1473	VA STATE POLICE	A2576 7/1/16	BACKGROUND CHECKS		37.00
					ACCOUNT TOTAL	37.00 *

3310 REPAIR AND MAINTENANCE

2183	LEETE TIRE & AUTO INC	1442266	SERVICE AMBULANCE	673.36
2183	LEETE TIRE & AUTO INC	1446089	SERVICE 4329	475.33
2183	LEETE TIRE & AUTO INC	1446243	SERVICE 4329	32.00
3734	GOODMAN SPECIALIZED VEH	13547G	SERVICE 4330	737.72

ACCOUNT TOTAL 1,918.41 \*

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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 7/08/2016 -- 7/08/2016

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			

6004		MEDICAL SUPPLIES			
	1388	MOORE MEDICAL LLC	99122084	MEDICAL SUPPLIES	241.57

ACCOUNT TOTAL 241.57 \*

MAJOR TOTAL 3,595.94 \*\*

032400 \*FIRE & RESCUE SERVICES\*

6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL88177	FUEL PUBLIC SAFETY	72.82

ACCOUNT TOTAL 72.82 \*

8001		MACHINERY & EQUIPMENT			
	4108	EAST COAST EMERGENCY	7342	CABINETS	9,995.00

ACCOUNT TOTAL 9,995.00 \*

MAJOR TOTAL 10,067.82 \*\*

034100 \*BUILDING INSPECTION\*

6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL88177	FUEL BLDG INSPECTION	89.87

ACCOUNT TOTAL 89.87 \*

MAJOR TOTAL 89.87 \*\*

035100 \*ANIMAL CONTROL/POUND\*

3320		MAINTENANCE SERVICE CONTR			
	780	HOUCHINS PEST CONTROL	133614	ANIMAL SHELTER PEST	35.00

ACCOUNT TOTAL 35.00 \*

6008		VEHICLE/EQUIPMENT FUEL			
	3249	JAMES RIVER PETROLEUM	CL88177	FUEL ANIMAL CONTROL	121.72

ACCOUNT TOTAL 121.72 \*

MAJOR TOTAL 156.72 \*\*

035600 \*EMERGENCY COMMUNICATIONS\*

3320		MAINTENANCE SERVICE CONTR			
	780	HOUCHINS PEST CONTROL	133597	PUBLIC SAFETY PEST	30.00

5110	ELECTRICAL SERVICE				ACCOUNT TOTAL	30.00 *
3299	DOMINION VA POWER	0825184682	6/16	TOWER ELECTRIC		147.16
3299	DOMINION VA POWER	8860545006	6/16	COMMUNICATION CENTER		1,158.73
					ACCOUNT TOTAL	1,305.89 *
5230	TELECOMMUNICATIONS					
1424	TREASURER OF VA	T300646		PHONE SERVICE		52.74
					ACCOUNT TOTAL	52.74 *
6001	OFFICE SUPPLIES					
3860	B E C	ARIN110133		COLOR GRAPHIC CARDS		12.05
					ACCOUNT TOTAL	12.05 *
					MAJOR TOTAL	1,400.68 **
AP375H		COUNTY OF DINWIDDIE				BEFORE CHECKS
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FUND # - 101	GENERAL FUND					
MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT
041320	*STREETLIGHTS*					
5110	ELECTRICAL SERVICE					
3299	DOMINION VA POWER	4603226012	6/16	VAR LOC MCKENNEY		736.57
3299	DOMINION VA POWER	8519809464	6/16	VAR LOC DINWIDDIE		2,832.25
3299	DOMINION VA POWER	9836427501	6/16	CAUTION LIGHTS		2.74
					ACCOUNT TOTAL	3,571.56 *
					MAJOR TOTAL	3,571.56 **
042400	*WASTE MANAGEMENT*					
3160	PROF SRVS - OTHER					
1473	VA STATE POLICE	A2576	7/1/16	BACKGROUND CHECKS		74.00
					ACCOUNT TOTAL	74.00 *
3320	MAINTENANCE SERVICE CONTR					
780	HOUCHINS PEST CONTROL	133788		LANDFILL PEST CNTRL		50.00
					ACCOUNT TOTAL	50.00 *
6008	VEHICLE/EQUIPMENT FUEL					
3106	BARKSDALE OILS INC	144363		FUEL WASTE MGMNT		1,361.04
					ACCOUNT TOTAL	1,361.04 *
5110	ELECTRICAL SERVICE-ROHOIC					
3299	DOMINION VA POWER	3676126703	6/16	ROHOIC MANNED		84.52
					ACCOUNT TOTAL	84.52 *
5110	ELECTRICAL SERVICE-MCKENN					
3299	DOMINION VA POWER	8971437408	6/16	MCKENNEY MANNED		65.76

5110	ELECTRICAL SERVICE-DINWID				ACCOUNT TOTAL	65.76 *
3299	DOMINION VA POWER	3623034810	6/16	DINWIDDIE MANNED		62.53
					ACCOUNT TOTAL	62.53 *
					MAJOR TOTAL	1,697.85 **
043200	*GENERAL PROPERTIES*					
3320	MAINTENANCE SERVICE CONTR					
780	HOUCHINS PEST CONTROL	133531		PAMPLIN BLDG PEST		30.00
780	HOUCHINS PEST CONTROL	133533		COURTHOUSE PEST CTRL		45.00
780	HOUCHINS PEST CONTROL	133666		HIST CRTHSE PEST		30.00
					ACCOUNT TOTAL	105.00 *
3840	PURCH GOVT SRVS-ARWA					
4090	APPOMATTOX RIVER WATER	APR/MAY/JUN 16		COUNTY WATER		193,122.72
					ACCOUNT TOTAL	193,122.72 *
5110	ELECTRICAL SERVICE					
3299	DOMINION VA POWER	1700179326	6/16	COURTHOUSE		9,814.08
3299	DOMINION VA POWER	2476220005	6/16	PAMPLIN		3,823.22
3299	DOMINION VA POWER	2480535000	6/16	HISTORICAL CRTHOUSE		225.88
3299	DOMINION VA POWER	6400497506	6/16	LIBRARY		494.10
					ACCOUNT TOTAL	14,357.28 *
					MAJOR TOTAL	207,585.00 **
AP375H		COUNTY OF DINWIDDIE				BEFORE CHECKS
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FUND # - 101	GENERAL FUND					
MAJOR#	VENDOR	VENDOR				
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT
071100	*PARKS, RECREATION, TOURISM*					
3160	PROF SRVS - OTHER					
	1473	VA STATE POLICE	A2576	7/1/16	BACKGROUND CHECKS	148.00
					ACCOUNT TOTAL	148.00 *
3310	REPAIR AND MAINTENANCE					
	4501	TECH-24	4431398		REPAIR SLUSH MACHINE	353.59
					ACCOUNT TOTAL	353.59 *
3320	MAINTENANCE SERVICE CONTR					
	780	HOUCHINS PEST CONTROL	133532		EASTSIDE PEST CONTRL	50.00
	780	HOUCHINS PEST CONTROL	133804		SC CONCESSION PEST	25.00
	780	HOUCHINS PEST CONTROL	139861		MCKENNEY GYM PEST	50.00
	4873	NEW MARKET GROUNDS CORP	3		LAWN MAINTENANCE	3,480.00
					ACCOUNT TOTAL	3,605.00 *

5110	ELECTRICAL SERVICE					
	3299	DOMINION VA POWER	0256071143	6/16	MCKENNEY GYM	54.44
	3299	DOMINION VA POWER	0920532504	6/16	M.S. BALLFIELD	6.59
	3299	DOMINION VA POWER	3462989397	6/16	MCKENNEY REC	216.32
	3299	DOMINION VA POWER	4824264958	6/16	EASTSIDE	1,183.14
	3299	DOMINION VA POWER	6714859045	6/16	EASTSIDE PARKING LOT	154.94
					ACCOUNT TOTAL	1,615.43 *
6013	EDUCATION/RECREATION SUPP					
	4112	ATHLETIC RECONDITION INC	19954		HELMET RECONDITION	2,695.65
					ACCOUNT TOTAL	2,695.65 *
					MAJOR TOTAL	8,417.67 **
081100	*PLANNING/ZONING/GIS*					
6007	REPAIR & MAINTENANCE SUPP					
	1097	HOLLYWOOD SIGNS	8818		SIGN INSTALLATION	1,370.20
					ACCOUNT TOTAL	1,370.20 *
6008	VEHICLE/EQUIPMENT FUEL					
	3249	JAMES RIVER PETROLEUM	CL88177		FUEL PLANNING	20.41
					ACCOUNT TOTAL	20.41 *
					MAJOR TOTAL	1,390.61 **
					FUND TOTAL	280,234.69

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					
8214	MCKENNEY RECREATION					
	3595	BAXTER BAILEY & ASSOC.	3632		RAGSDALE COMM CENTER	2,816.80
					ACCOUNT TOTAL	2,816.80 *
					MAJOR TOTAL	2,816.80 **
					FUND TOTAL	2,816.80
					TOTAL DUE	283,051.49

Approved at meeting of \_\_\_\_\_ on \_\_\_\_\_ .  
Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_

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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 7/10/2016 -- 7/10/2016

BEFORE CHECKS  
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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	06/15/2016	Board Meal	78.72
				ACCOUNT TOTAL	78.72 *
6001		OFFICE SUPPLIES			
	4097	BANK OF AMERICA	06/15/2016	Wireless Mouse	15.99
				ACCOUNT TOTAL	15.99 *
				MAJOR TOTAL	94.71 **
012100	*COUNTY ADMINISTRATION*				
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Admin	.00
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Admin	101.66
	4097	BANK OF AMERICA	06/15/2016	Wireless-May-Admin	23.58
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Admin	150.26
				ACCOUNT TOTAL	275.50 *
5540		CONVENTION & EDUCATION			
	4097	BANK OF AMERICA	06/15/2016	Records Mgt. Cert. T	1,595.00
				ACCOUNT TOTAL	1,595.00 *
6001		OFFICE SUPPLIES			
	4097	BANK OF AMERICA	06/15/2016	OD-Office Supplies	10.04
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies	7.06
	4097	BANK OF AMERICA	06/15/2016	OD - Copy Paper	122.13
	4097	BANK OF AMERICA	06/15/2016	Sit-to-Stand Monitor	182.39
	4097	BANK OF AMERICA	06/15/2016	County Folders	93.32
				ACCOUNT TOTAL	414.94 *
6012		BOOKS AND SUBSCRIPTIONS			
	4097	BANK OF AMERICA	06/15/2016	Progress Index subsc	10.00
				ACCOUNT TOTAL	10.00 *
				MAJOR TOTAL	2,295.44 **
012310	*COMMISSIONER OF THE REVENUE*				
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-COTR	16.06
	4097	BANK OF AMERICA	06/15/2016	Phone-May-COTR	71.18
				ACCOUNT TOTAL	87.24 *

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
5540	CONVENTION & EDUCATION				
	4097	BANK OF AMERICA	06/15/2016	CORA-RE appraisal co	125.00
	4097	BANK OF AMERICA	06/15/2016	VAAO property assess	125.00
				ACCOUNT TOTAL	250.00 *
6001	OFFICE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies	71.34
	4097	BANK OF AMERICA	06/15/2016	OD-Office Supplies	31.97
				ACCOUNT TOTAL	103.31 *
				MAJOR TOTAL	440.55 **
AP375H	COUNTY OF DINWIDDIE				BEFORE CHECKS
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FUND # - 101	GENERAL FUND				
012410	*TREASURER*				
3160	PROF SRVS - OTHER				
	4097	BANK OF AMERICA	06/15/2016	internet processing	5.00
	4097	BANK OF AMERICA	06/15/2016	dmv bill - 042916-05	2,940.00
				ACCOUNT TOTAL	2,945.00 *
5230	TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Treas	16.06
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Treas	63.27
				ACCOUNT TOTAL	79.33 *
5530	MEALS & LODGING				
	4097	BANK OF AMERICA	06/15/2016	Trng Roanoke JP Hote	267.28
				ACCOUNT TOTAL	267.28 *
5540	CONVENTION & EDUCATION				
	4097	BANK OF AMERICA	06/15/2016	bma - Joint Summer W	110.00
	4097	BANK OF AMERICA	06/15/2016	bma - class - delinq	185.00
				ACCOUNT TOTAL	295.00 *
6001	OFFICE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	Drawer frame 8x11 fi	13.79
	4097	BANK OF AMERICA	06/15/2016	letter opener - bulk	239.99
	4097	BANK OF AMERICA	06/15/2016	letter opener - bulk	239.99-
	4097	BANK OF AMERICA	06/15/2016	OD - Ink Cartridges	171.07
				ACCOUNT TOTAL	184.86 *
				MAJOR TOTAL	3,771.47 **
012430	*ACCOUNTING*				
5810	DUES/MEMBERSHIPS				

	4097	BANK OF AMERICA	06/15/2016	ANNUAL RENEWAL		60.00
					ACCOUNT TOTAL	60.00 *
					MAJOR TOTAL	60.00 **
012510		*INFORMATION SYSTEMS*				
3310		REPAIR AND MAINTENANCE				
	4097	BANK OF AMERICA	06/15/2016	Data recovery Plan f		19.98
					ACCOUNT TOTAL	19.98 *
3320		MAINTENANCE SERVICE CONTR				
	4097	BANK OF AMERICA	06/15/2016	Water - IT		11.95
					ACCOUNT TOTAL	11.95 *
5230		TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Wireless-May-IT		91.28
	4097	BANK OF AMERICA	06/15/2016	Phone-May-IT		79.09
					ACCOUNT TOTAL	170.37 *
6001		OFFICE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	OD-Ink Cartridges		171.07
					ACCOUNT TOTAL	171.07 *
8007		COMPUTER EQUIPMENT				
	4097	BANK OF AMERICA	06/15/2016	Monitor - Joy - CSA		165.00
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	06/15/2016	Printer		192.00
	4097	BANK OF AMERICA	06/15/2016	HDMI Cable - IT		5.30
	4097	BANK OF AMERICA	06/15/2016	7m LC to LC Fiber Ju		151.92
	4097	BANK OF AMERICA	06/15/2016	Secure USB Drives -		55.92
	4097	BANK OF AMERICA	06/15/2016	Server Rack Mounts		60.90
	4097	BANK OF AMERICA	06/15/2016	Wireless Keyboards		59.98
	4097	BANK OF AMERICA	06/15/2016	External Storage - C		118.00
	4097	BANK OF AMERICA	06/15/2016	Ear Piece Cushions f		9.40
	4097	BANK OF AMERICA	06/15/2016	UPS - Circuit Ct		129.99
	4097	BANK OF AMERICA	06/15/2016	Mini PC for Board Ro		169.99
	4097	BANK OF AMERICA	06/15/2016	Single Mode Fiber GB		231.66
	4097	BANK OF AMERICA	06/15/2016	Smart Array Card - M		45.00
	4097	BANK OF AMERICA	06/15/2016	Laserfiche Scanner -		298.00
	4097	BANK OF AMERICA	06/15/2016	Monitor for Boardroo		91.19
					ACCOUNT TOTAL	1,784.25 *

MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
MAJOR TOTAL 2,157.62 **					
013100	*REGISTRAR/BOARD OF ELECTIONS*				
5230	TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Reg	16.06
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Reg	31.63
					ACCOUNT TOTAL 47.69 *
					MAJOR TOTAL 47.69 **
021100	*CIRCUIT COURT*				
5230	TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Cir C	138.23
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Cir Ct	63.27
					ACCOUNT TOTAL 201.50 *
					MAJOR TOTAL 201.50 **
021200	*GENERAL DISTRICT COURT*				
3320	MAINTENANCE SERVICE CONTR				
	4097	BANK OF AMERICA	06/15/2016	Water - Gen Dist Ct	33.95
					ACCOUNT TOTAL 33.95 *
5230	TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Gen D	95.00
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Gen Dist C	110.72
					ACCOUNT TOTAL 205.72 *
					MAJOR TOTAL 239.67 **
021300	*MAGISTRATES*				
5230	TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Mag	53.99
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Mag	7.91
					ACCOUNT TOTAL 61.90 *
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FUND # - 101	GENERAL FUND				
MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
6001	OFFICE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	Q - Ink Cartridges	45.98
					ACCOUNT TOTAL 45.98 *
					MAJOR TOTAL 107.88 **
021700	*CLERK OF THE CIRCUIT COURT*				
3320	MAINTENANCE SERVICE CONTR				
	4097	BANK OF AMERICA	06/15/2016	Water - Cir ct	32.90

					ACCOUNT TOTAL	32.90 *
5210		POSTAL SERVICE				
	4097	BANK OF AMERICA	06/15/2016	Postage - Cir Ct		34.65
					ACCOUNT TOTAL	34.65 *
5230		TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Clerk		79.09
	4097	BANK OF AMERICA	06/15/2016	Internet-Cir Ct-May		44.99
					ACCOUNT TOTAL	124.08 *
6001		OFFICE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	OD-First Aid Kit		10.68
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies		171.66
	4097	BANK OF AMERICA	06/15/2016	Cables for Cir Ct		16.64
					ACCOUNT TOTAL	198.98 *
					MAJOR TOTAL	390.61 **
021910		*VICTIM WITNESS PROGRAM*				
5230		TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-VW		16.06
	4097	BANK OF AMERICA	06/15/2016	Phone-May-VW		15.82
					ACCOUNT TOTAL	31.88 *
5540		CONVENTION & EDUCATION				
	4097	BANK OF AMERICA	06/15/2016	VVAN Conf Reg Stell		225.00
					ACCOUNT TOTAL	225.00 *
6001		OFFICE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	Forensic Interviewin		458.32
					ACCOUNT TOTAL	458.32 *
					MAJOR TOTAL	715.20 **
022100		*COMMONWEALTH'S ATTORNEY*				
3320		MAINTENANCE SERVICE CONTR				
	4097	BANK OF AMERICA	06/15/2016	Water - Comm Atty		36.55
					ACCOUNT TOTAL	36.55 *
5230		TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Comm		36.12
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Comm Atty		79.09
					ACCOUNT TOTAL	115.21 *
6001		OFFICE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies		232.09

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COUNTY OF DINWIDDIE  
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MAJOR#	VENDOR	VENDOR				AMOUNT
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies		1.40
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies		2.55
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies		167.78
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies		48.71
				ACCOUNT TOTAL		452.53 *
				MAJOR TOTAL		604.29 **
031200	*SHERIFF*					
5230		TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Sheri		126.17
	4097	BANK OF AMERICA	06/15/2016	Wireless-May-Sheriff		829.64
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Sheriff		577.31
				ACCOUNT TOTAL		1,533.12 *
5530		MEALS & LODGING				
	4097	BANK OF AMERICA	06/15/2016	Conf Roanoke Parker		15.72
	4097	BANK OF AMERICA	06/15/2016	Conf Roanoke Parker		22.84
	4097	BANK OF AMERICA	06/15/2016	Conf Roanoke Parker		23.94
	4097	BANK OF AMERICA	06/15/2016	Conf Roanoke Parker		30.59
				ACCOUNT TOTAL		93.09 *
6001		OFFICE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	Q-Ink Cartridges		71.66
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies		159.25
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies		92.74
				ACCOUNT TOTAL		323.65 *
6010		POLICE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	FLASHLIGHT FOR C. SC		103.56
	4097	BANK OF AMERICA	06/15/2016	EARPLUGS FOR RANGE		24.99
	4097	BANK OF AMERICA	06/15/2016	SAFETYGLASS FOR RANG		23.88
				ACCOUNT TOTAL		152.43 *
6014		K-9 EXPENDITURES				
	4097	BANK OF AMERICA	06/15/2016	K-9 FOOD		189.50
	4097	BANK OF AMERICA	06/15/2016	REFUND SALES TAX - K		9.54-
				ACCOUNT TOTAL		179.96 *
6099		INVESTIGATIVE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	RAINX GLASS TREATMEN		17.97
	4097	BANK OF AMERICA	06/15/2016	MICROSCOPE SLIDES-IN		32.45
	4097	BANK OF AMERICA	06/15/2016	BINOCULARS - INVESTI		149.97
	4097	BANK OF AMERICA	06/15/2016	OMEGA PRINT W/SPRAY		60.02

8001	MACHINERY & EQUIPMENT				ACCOUNT TOTAL	260.41 *
4097	BANK OF AMERICA	06/15/2016	Reg for Electronic S			5.00
					ACCOUNT TOTAL	5.00 *
					MAJOR TOTAL	2,547.66 **
032200	*VOLUNTEER FIRE DEPARTMENTS*					
3160	PROF SRVS - OTHER					
4097	BANK OF AMERICA	06/15/2016	Criminal History Bac			237.30
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	06/15/2016	Background checks fo		75.00
					ACCOUNT TOTAL	312.30 *
3310	REPAIR AND MAINTENANCE					
4097	BANK OF AMERICA	06/15/2016	2 12 V Batteries2 Gr			573.00
					ACCOUNT TOTAL	573.00 *
5230	TELECOMMUNICATIONS					
4097	BANK OF AMERICA	06/15/2016	Wireless-May-Fire			14.96
					ACCOUNT TOTAL	14.96 *
8007	COMPUTER EQUIPMENT					
4097	BANK OF AMERICA	06/15/2016	memory for namazine			71.52
					ACCOUNT TOTAL	71.52 *
					MAJOR TOTAL	971.78 **
032300	*EMERGENCY MEDICAL SERVICES*					
3110	PROF SRVS - MEDICAL					
4097	BANK OF AMERICA	06/15/2016	New Employee Drug Te			138.00
					ACCOUNT TOTAL	138.00 *
3320	MAINTENANCE SERVICE CONTR					
4097	BANK OF AMERICA	06/15/2016	Oxygen			119.73
4097	BANK OF AMERICA	06/15/2016	Oxygen			310.72
4097	BANK OF AMERICA	06/15/2016	Oxygen			201.50
4097	BANK OF AMERICA	06/15/2016	Oxygen			340.45
4097	BANK OF AMERICA	06/15/2016	Oxygen			173.65
					ACCOUNT TOTAL	1,146.05 *
5230	TELECOMMUNICATIONS					
4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-EMS			52.19
4097	BANK OF AMERICA	06/15/2016	Wireless-May-EMS			189.01

6001	OFFICE SUPPLIES				ACCOUNT TOTAL	241.20 *
4097	BANK OF AMERICA	06/15/2016	Bitrex & Saccharin T			26.40
					ACCOUNT TOTAL	26.40 *
6007	REPAIR & MAINTENANCE SUPP					
4097	BANK OF AMERICA	06/15/2016	12 volt batteries			74.85
4097	BANK OF AMERICA	06/15/2016	Woodscrews and broom			18.94
					ACCOUNT TOTAL	93.79 *
					MAJOR TOTAL	1,645.44 **
032400	*FIRE & RESCUE SERVICES*					
5230	TELECOMMUNICATIONS					
4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Fire			16.06
4097	BANK OF AMERICA	06/15/2016	Wireless-May-PS			44.80
					ACCOUNT TOTAL	60.86 *
6001	OFFICE SUPPLIES					
4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies			48.67
					ACCOUNT TOTAL	48.67 *
					MAJOR TOTAL	109.53 **
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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	06/15/2016	Phone-4500-May-Ct Sv			16.06
4097	BANK OF AMERICA	06/15/2016	Phone-May-Ct Svcs			47.45
					ACCOUNT TOTAL	63.51 *
					MAJOR TOTAL	63.51 **
033400	*OTHER CORRECTION & DETENTION*					
3320	MAINTENANCE SERVICE CONTR					
4097	BANK OF AMERICA	06/15/2016	Water - CSA			15.94
					ACCOUNT TOTAL	15.94 *
5230	TELECOMMUNICATIONS					
4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-CSA			83.23
					ACCOUNT TOTAL	83.23 *
					MAJOR TOTAL	99.17 **
034100	*BUILDING INSPECTION*					
5230	TELECOMMUNICATIONS					

	4097	BANK OF AMERICA	06/15/2016	Wireless-May-BI	41.82
	4097	BANK OF AMERICA	06/15/2016	Phone-May-BI	39.54
				ACCOUNT TOTAL	81.36 *
5540		CONVENTION & EDUCATION			
	4097	BANK OF AMERICA	06/15/2016	Certification exam f	199.00
				ACCOUNT TOTAL	199.00 *
6001		OFFICE SUPPLIES			
	4097	BANK OF AMERICA	06/15/2016	OD-Office Supplies	55.61
				ACCOUNT TOTAL	55.61 *
6011		UNIFORMS/APPAREL			
	4097	BANK OF AMERICA	06/15/2016	uniform shirts and j	291.87
				ACCOUNT TOTAL	291.87 *
				MAJOR TOTAL	627.84 **
035100		*ANIMAL CONTROL/POUND*			
3110		PROF SRVS - MEDICAL			
	4097	BANK OF AMERICA	06/15/2016	vet care for court c	57.60
				ACCOUNT TOTAL	57.60 *
5110		ELECTRICAL SERVICE			
	4097	BANK OF AMERICA	06/15/2016	Electric-May-AC	347.27
				ACCOUNT TOTAL	347.27 *
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-AC	36.13
	4097	BANK OF AMERICA	06/15/2016	Wireless-May-AC	154.16
	4097	BANK OF AMERICA	06/15/2016	Phone-May-AC	39.54
				ACCOUNT TOTAL	229.83 *
5810		DUES/MEMBERSHIPS			
	4097	BANK OF AMERICA	06/15/2016	Langley and Calloway	170.00
				ACCOUNT TOTAL	170.00 *
AP375H			COUNTY OF DINWIDDIE		BEFORE CHECKS
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FUND # - 101		GENERAL FUND			
MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
6005		JANITORIAL SUPPLIES			
	4097	BANK OF AMERICA	06/15/2016	laundry soap and cle	83.30
				ACCOUNT TOTAL	83.30 *
				MAJOR TOTAL	888.00 **
035600		*EMERGENCY COMMUNICATIONS*			
3320		MAINTENANCE SERVICE CONTR			

	4097	BANK OF AMERICA	06/15/2016	Water		46.95
					ACCOUNT TOTAL	46.95 *
5110		ELECTRICAL SERVICE				
	4097	BANK OF AMERICA	06/15/2016	Electric-June-Tower		182.63
					ACCOUNT TOTAL	182.63 *
5210		POSTAL SERVICE				
	4097	BANK OF AMERICA	06/15/2016	Postage - Radio Repa		9.29
	4097	BANK OF AMERICA	06/15/2016	UPS Postage for Radi		6.70
	4097	BANK OF AMERICA	06/15/2016	Radio Repair Postage		17.62
					ACCOUNT TOTAL	33.61 *
5230		TELECOMMUNICATIONS				
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Comm		414.00
	4097	BANK OF AMERICA	06/15/2016	Phone-E911-June-1651		963.82
	4097	BANK OF AMERICA	06/15/2016	Pagers		37.32
	4097	BANK OF AMERICA	06/15/2016	Phone-E911-June-9123		147.13
	4097	BANK OF AMERICA	06/15/2016	Wireless-May-Comm		52.16
	4097	BANK OF AMERICA	06/15/2016	Internet		239.85
	4097	BANK OF AMERICA	06/15/2016	Phone-E911-May-13084		27.00
					ACCOUNT TOTAL	1,881.28 *
5540		CONVENTION & EDUCATION				
	4097	BANK OF AMERICA	06/15/2016	APCO CTO 5th Ed.		47.50
	4097	BANK OF AMERICA	06/15/2016	APCO Emergency Medic		380.92
	4097	BANK OF AMERICA	06/15/2016	APCO instructor rece		47.50
	4097	BANK OF AMERICA	06/15/2016	Guide Cards		85.60
	4097	BANK OF AMERICA	06/15/2016	Tax charge reimburse		17.80-
	4097	BANK OF AMERICA	06/15/2016	Hotel for Instructor		195.80
					ACCOUNT TOTAL	739.52 *
6001		OFFICE SUPPLIES				
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies		91.11
					ACCOUNT TOTAL	91.11 *
					MAJOR TOTAL	2,975.10 **
041320		*STREETLIGHTS*				
5110		ELECTRICAL SERVICE				
	4097	BANK OF AMERICA	06/15/2016	Electric-May-Stoney		112.68
					ACCOUNT TOTAL	112.68 *
					MAJOR TOTAL	112.68 **
042400		*WASTE MANAGEMENT*				
3110		PROF SRVS - MEDICAL				
	4097	BANK OF AMERICA	06/15/2016	New Employee Drug Te		14.00

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ACCOUNT TOTAL 14.00 \*  
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MAJOR#	VENDOR NUMBER	VENDOR NAME	INV#	DESCRIPTION	AMOUNT
3320	4097	MAINTENANCE SERVICE CONTR BANK OF AMERICA	06/15/2016	landfill water	50.00
				ACCOUNT TOTAL	50.00 *
5110	4097	ELECTRICAL SERVICE BANK OF AMERICA	06/15/2016	Electric-May-Landfil	822.14
				ACCOUNT TOTAL	822.14 *
5230	4097	TELECOMMUNICATIONS BANK OF AMERICA	06/15/2016	Wireless-May-PW	40.12
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Landfill	15.82
				ACCOUNT TOTAL	55.94 *
6001	4097	OFFICE SUPPLIES BANK OF AMERICA	06/15/2016	OD-Office Supplies	47.32
				ACCOUNT TOTAL	47.32 *
6007	4097	REPAIR & MAINTENANCE SUPP BANK OF AMERICA	06/15/2016	battery landfill	59.00
	4097	BANK OF AMERICA	06/15/2016	landfill supplies	22.14
	4097	BANK OF AMERICA	06/15/2016	landfill supplies	11.79
	4097	BANK OF AMERICA	06/15/2016	landfill supplies	53.99
	4097	BANK OF AMERICA	06/15/2016	blocks for oil retai	134.12
	4097	BANK OF AMERICA	06/15/2016	blocks	31.08
	4097	BANK OF AMERICA	06/15/2016	blocks for landfill	67.24
	4097	BANK OF AMERICA	06/15/2016	block and mortar	60.58
	4097	BANK OF AMERICA	06/15/2016	sprayer	54.44
	4097	BANK OF AMERICA	06/15/2016	bush hog shaft	139.88
	4097	BANK OF AMERICA	06/15/2016	parts for clean up	36.02
	4097	BANK OF AMERICA	06/15/2016	trailer studs	30.00
	4097	BANK OF AMERICA	06/15/2016	parts for trailer	8.22
	4097	BANK OF AMERICA	06/15/2016	oil filter	50.16
	4097	BANK OF AMERICA	06/15/2016	back hoe supplies	91.56
	4097	BANK OF AMERICA	06/15/2016	landfill tractor	95.52
				ACCOUNT TOTAL	945.74 *
5110	4097	ELECTRICAL SERVICE-HART R BANK OF AMERICA	06/15/2016	Electric-June-Hart R	115.63

5110		ELECTRICAL SERVICE-OLD HI				ACCOUNT TOTAL	115.63 *
	4097	BANK OF AMERICA	06/15/2016	Electric-May-OHFD			51.21
						ACCOUNT TOTAL	51.21 *
5110		ELECTRICAL SERVICE-OLD ST					
	4097	BANK OF AMERICA	06/15/2016	Electric-June-Old St			59.05
						ACCOUNT TOTAL	59.05 *
						MAJOR TOTAL	2,161.03 **
043200		*GENERAL PROPERTIES*					
3320		MAINTENANCE SERVICE CONTR					
	4097	BANK OF AMERICA	06/15/2016	Water - Admin			131.95
	4097	BANK OF AMERICA	06/15/2016	Water - Jury Rm			23.95
	4097	BANK OF AMERICA	06/15/2016	Water - Health Dept			20.45
	4097	BANK OF AMERICA	06/15/2016	Water - 1st Fl CH			13.95
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FUND # - 101		GENERAL FUND					
MAJOR#	VENDOR	VENDOR					
ACCT#	NUMBER	NAME	INV#	DESCRIPTION			AMOUNT
	4097	BANK OF AMERICA	06/15/2016	water tests			145.50
	4097	BANK OF AMERICA	06/15/2016	water tests			175.50
						ACCOUNT TOTAL	511.30 *
5120		HEATING SERVICE					
	4097	BANK OF AMERICA	06/15/2016	Propane-Courthouse			912.12
	4097	BANK OF AMERICA	06/15/2016	Propane-Courthouse			1,190.28
						ACCOUNT TOTAL	2,102.40 *
5230		TELECOMMUNICATIONS					
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-BG			285.00
	4097	BANK OF AMERICA	06/15/2016	Wireless-May-BG			46.21
						ACCOUNT TOTAL	331.21 *
6005		JANITORIAL SUPPLIES					
	4097	BANK OF AMERICA	06/15/2016	Entrance Mat			70.64
	4097	BANK OF AMERICA	06/15/2016	Entrance Mat			70.64
	4097	BANK OF AMERICA	06/15/2016	Entrance Mat			70.64
	4097	BANK OF AMERICA	06/15/2016	Entrance Mat			45.51
	4097	BANK OF AMERICA	06/15/2016	Entrance Mat			70.64
						ACCOUNT TOTAL	328.07 *
6007		REPAIR & MAINTENANCE SUPP					
	4097	BANK OF AMERICA	06/15/2016	animal shelter suppl			11.40

4097	BANK OF AMERICA	06/15/2016	maint. supplies	54.69
4097	BANK OF AMERICA	06/15/2016	maint. supplies	4.49
4097	BANK OF AMERICA	06/15/2016	ballast	36.58
4097	BANK OF AMERICA	06/15/2016	bulbs	167.22
4097	BANK OF AMERICA	06/15/2016	bulb for school boar	14.38
4097	BANK OF AMERICA	06/15/2016	toilet seat	27.29
4097	BANK OF AMERICA	06/15/2016	bulbs	196.47
4097	BANK OF AMERICA	06/15/2016	ballast	54.87
4097	BANK OF AMERICA	06/15/2016	maint. supplies	9.29
4097	BANK OF AMERICA	06/15/2016	lights	98.16
4097	BANK OF AMERICA	06/15/2016	lamps	52.94
4097	BANK OF AMERICA	06/15/2016	maint. supplies	16.47
4097	BANK OF AMERICA	06/15/2016	maint. supplies	4.55
4097	BANK OF AMERICA	06/15/2016	maint. supplies	71.08
4097	BANK OF AMERICA	06/15/2016	maint. supplies	37.77
4097	BANK OF AMERICA	06/15/2016	supplies	12.58
4097	BANK OF AMERICA	06/15/2016	bulbs for commerce p	18.29
4097	BANK OF AMERICA	06/15/2016	maint. supplies	18.57
4097	BANK OF AMERICA	06/15/2016	maint. supplies	5.98
4097	BANK OF AMERICA	06/15/2016	maint. supplies	233.47
4097	BANK OF AMERICA	06/15/2016	maint. supplies	38.44
4097	BANK OF AMERICA	06/15/2016	tractor bush hog rep	206.79
4097	BANK OF AMERICA	06/15/2016	plumbing supplies	25.18
4097	BANK OF AMERICA	06/15/2016	maint. supplies	26.97
4097	BANK OF AMERICA	06/15/2016	maint. supplies	15.94
4097	BANK OF AMERICA	06/15/2016	maint. supplies	2.99
4097	BANK OF AMERICA	06/15/2016	jeep paint	872.50

ACCOUNT TOTAL 2,335.35 \*  
MAJOR TOTAL 5,608.33 \*\*

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COUNTY OF DINWIDDIE  
LISTING OF INVOICES FOR 7/10/2016 -- 7/10/2016

FUND # - 101 GENERAL FUND

MAJOR# VENDOR VENDOR

ACCT# NUMBER NAME INV# DESCRIPTION AMOUNT

051100 \*LOCAL HEALTH DEPARTMENT\*

3310 REPAIR AND MAINTENANCE

4097	BANK OF AMERICA	06/15/2016	paint for health dep	73.93
4097	BANK OF AMERICA	06/15/2016	health dept move sup	90.21
4097	BANK OF AMERICA	06/15/2016	health dept move	73.64

	4097	BANK OF AMERICA	06/15/2016	health dept. ramp	136.28
	4097	BANK OF AMERICA	06/15/2016	faucet for health de	59.39
	4097	BANK OF AMERICA	06/15/2016	ramp for helath dept	695.61
	4097	BANK OF AMERICA	06/15/2016	adhesive for baseboa	59.17
	4097	BANK OF AMERICA	06/15/2016	health dept. move	383.75
	4097	BANK OF AMERICA	06/15/2016	blinds for health de	69.94
	4097	BANK OF AMERICA	06/15/2016	health dept. blind	82.82
	4097	BANK OF AMERICA	06/15/2016	plumbin gsupplies	54.34
	4097	BANK OF AMERICA	06/15/2016	heath dept. supplies	353.62
	4097	BANK OF AMERICA	06/15/2016	rental equipment for	14.00
	4097	BANK OF AMERICA	06/15/2016	Laptop Health Dept-E	829.97
	4097	BANK OF AMERICA	06/15/2016	health dept. supplie	155.30
	4097	BANK OF AMERICA	06/15/2016	locks	42.88
				ACCOUNT TOTAL	3,174.85 *
				MAJOR TOTAL	3,174.85 **
071100		*PARKS, RECREATION, TOURISM*			
3110		PROF SRVS - MEDICAL			
	4097	BANK OF AMERICA	06/15/2016	New Employee Drug Te	88.00
				ACCOUNT TOTAL	88.00 *
3310		REPAIR AND MAINTENANCE			
	4097	BANK OF AMERICA	06/15/2016	Repair Trekker vehic	82.70
				ACCOUNT TOTAL	82.70 *
3320		MAINTENANCE SERVICE CONTR			
	4097	BANK OF AMERICA	06/15/2016	monitoring of alarm	27.00
	4097	BANK OF AMERICA	06/15/2016	monitoring of alarm	27.00
	4097	BANK OF AMERICA	06/15/2016	Copier Maint - P&R -	23.10
				ACCOUNT TOTAL	77.10 *
5130		WATER & SEWER SERVICE			
	4097	BANK OF AMERICA	06/15/2016	Portable latrine ren	65.00
				ACCOUNT TOTAL	65.00 *
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Parks	191.34
	4097	BANK OF AMERICA	06/15/2016	Wireless-May-Parks	134.49
	4097	BANK OF AMERICA	06/15/2016	Internet-May-Eastsid	59.85
	4097	BANK OF AMERICA	06/15/2016	Directv-June	71.39
				ACCOUNT TOTAL	457.07 *
5810		DUES/MEMBERSHIPS			
	4097	BANK OF AMERICA	06/15/2016	FOLAR - Board Dues	25.00
				ACCOUNT TOTAL	25.00 *

6001		OFFICE SUPPLIES					
	4097	BANK OF AMERICA	06/15/2016	Hard hats for Ragsda		31.56	
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FUND # - 101		GENERAL FUND					
MAJOR#	VENDOR	VENDOR					
ACCT#	NUMBER	NAME	INV#	DESCRIPTION		AMOUNT	
	4097	BANK OF AMERICA	06/15/2016	data card printer ri		275.00	
					ACCOUNT TOTAL	306.56	*
6002		FOOD SUPPLIES					
	4097	BANK OF AMERICA	06/15/2016	coffee supplies		73.88	
					ACCOUNT TOTAL	73.88	*
6007		REPAIR & MAINTENANCE SUPP					
	4097	BANK OF AMERICA	06/15/2016	Toilet Lever		26.76	
	4097	BANK OF AMERICA	06/15/2016	Sports Complex Suppl		31.87	
	4097	BANK OF AMERICA	06/15/2016	Tools and Cable ties		146.71	
	4097	BANK OF AMERICA	06/15/2016	Equipment and Safety		26.94	
	4097	BANK OF AMERICA	06/15/2016	Blades for Lawn Mowe		83.72	
	4097	BANK OF AMERICA	06/15/2016	2 cycle oil and trim		130.16	
	4097	BANK OF AMERICA	06/15/2016	Credit for taxes		9.60-	
	4097	BANK OF AMERICA	06/15/2016	Courthouse / Landsca		190.72	
	4097	BANK OF AMERICA	06/15/2016	Tool for Complex		25.82	
	4097	BANK OF AMERICA	06/15/2016	Athletic field mound		36.99	
	4097	BANK OF AMERICA	06/15/2016	Gas cans for mowing		118.03	
					ACCOUNT TOTAL	808.12	*
6008		VEHICLE/EQUIPMENT FUEL					
	4097	BANK OF AMERICA	06/15/2016	Fuel		61.07	
					ACCOUNT TOTAL	61.07	*
6011		UNIFORMS					
	4097	BANK OF AMERICA	06/15/2016	Uniforms/Staff Shirt		1,824.48	
					ACCOUNT TOTAL	1,824.48	*
6013		EDUCATION/RECREATION SUPP					
	4097	BANK OF AMERICA	06/15/2016	Soccer Balls		141.95	
	4097	BANK OF AMERICA	06/15/2016	Video Game Room		600.64	
	4097	BANK OF AMERICA	06/15/2016	Summer Camp Supplies		162.18	
	4097	BANK OF AMERICA	06/15/2016	arts and crafts		42.79	
	4097	BANK OF AMERICA	06/15/2016	craft creations		44.94	
	4097	BANK OF AMERICA	06/15/2016	first aid cabinet su		237.02	
	4097	BANK OF AMERICA	06/15/2016	First Aid Cabinet Su		131.03	

4097	BANK OF AMERICA	06/15/2016	First Aid Cabinet Su	143.93
4097	BANK OF AMERICA	06/15/2016	Summer Camp Craft Su	649.13
4097	BANK OF AMERICA	06/15/2016	Nintendo Wii U	707.99
4097	BANK OF AMERICA	06/15/2016	Video Games Fitness	132.79
4097	BANK OF AMERICA	06/15/2016	Craft Supply	35.98
4097	BANK OF AMERICA	06/15/2016	Video Games Fitness	837.43
4097	BANK OF AMERICA	06/15/2016	Video Game Room	30.94
4097	BANK OF AMERICA	06/15/2016	Fabric Table Covers	50.40
4097	BANK OF AMERICA	06/15/2016	Youth Lounge	98.34
4097	BANK OF AMERICA	06/15/2016	Craft Supplies	66.97
4097	BANK OF AMERICA	06/15/2016	Fitness Equipment	343.85
4097	BANK OF AMERICA	06/15/2016	Summer Camp / Video	214.62
4097	BANK OF AMERICA	06/15/2016	Summer Camp Supplies	306.10
4097	BANK OF AMERICA	06/15/2016	Craft tools	13.59
4097	BANK OF AMERICA	06/15/2016	Youth Lounge Room	19.19
4097	BANK OF AMERICA	06/15/2016	youth lounge	17.78
4097	BANK OF AMERICA	06/15/2016	Summer Camp Supplies	78.41

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FUND # - 101 GENERAL FUND

MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
	4097	BANK OF AMERICA	06/15/2016	program supplies	75.85
	4097	BANK OF AMERICA	06/15/2016	megaphone	43.99
	4097	BANK OF AMERICA	06/15/2016	coloring books	31.16
	4097	BANK OF AMERICA	06/15/2016	McKenney 4th of July	79.50
				ACCOUNT TOTAL	5,338.49 *
6014		CONCESSIONS			
	4097	BANK OF AMERICA	06/15/2016	Concession Supplies	202.10
	4097	BANK OF AMERICA	06/15/2016	Refund from Webstaur	19.96-
	4097	BANK OF AMERICA	06/15/2016	Refund from WEBSTAU	4.99-
				ACCOUNT TOTAL	177.15 *
8001		MACHINERY & EQUIPMENT			
	4097	BANK OF AMERICA	06/15/2016	Treadmill for Eastsi	2,850.00
				ACCOUNT TOTAL	2,850.00 *
				MAJOR TOTAL	12,234.62 **
081100		*PLANNING/ZONING/GIS*			
3320		MAINTENANCE SERVICE CONTR			
	4097	BANK OF AMERICA	06/15/2016	Copier Maint - Plann	126.00

	4097	BANK OF AMERICA	06/15/2016	Copier Usage- Planni	26.23
				ACCOUNT TOTAL	152.23 *
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Plann	22.17
	4097	BANK OF AMERICA	06/15/2016	Wireless-May-Plannin	37.33
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Planning	71.18
				ACCOUNT TOTAL	130.68 *
5540		CONVENTION & EDUCATION			
	4097	BANK OF AMERICA	06/15/2016	Trng Charlottesville	150.00
	4097	BANK OF AMERICA	06/15/2016	Conf Wintergreen JS	405.00
				ACCOUNT TOTAL	555.00 *
6001		OFFICE SUPPLIES			
	4097	BANK OF AMERICA	06/15/2016	Q-Ink Cartridges	28.31
	4097	BANK OF AMERICA	06/15/2016	OD-Office Supplies	19.92
	4097	BANK OF AMERICA	06/15/2016	OD - Office Supplies	11.85
	4097	BANK OF AMERICA	06/15/2016	Literature Rack - Pl	172.56
	4097	BANK OF AMERICA	06/15/2016	Sit-to-Stand Monitor	182.89
				ACCOUNT TOTAL	415.53 *
				MAJOR TOTAL	1,253.44 **
081500		*ECONOMIC DEVELOPMENT*			
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Eco D	5.75
	4097	BANK OF AMERICA	06/15/2016	Wireless-May-Eco Dev	102.86
	4097	BANK OF AMERICA	06/15/2016	Phone-May-Eco Dev	31.63
				ACCOUNT TOTAL	140.24 *
6001		OFFICE SUPPLIES			
	4097	BANK OF AMERICA	06/15/2016	Phone Case & Screen	21.96
				ACCOUNT TOTAL	21.96 *
				MAJOR TOTAL	162.20 **
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FUND # - 101		GENERAL FUND			
MAJOR#	VENDOR	VENDOR			
ACCT#	NUMBER	NAME	INV#	DESCRIPTION	AMOUNT
083500		*COOPERATIVE EXTENSION PROGRAM*			
5230		TELECOMMUNICATIONS			
	4097	BANK OF AMERICA	06/15/2016	Phone-4500-May-Ext S	86.49
				ACCOUNT TOTAL	86.49 *
				MAJOR TOTAL	86.49 **

FUND TOTAL 45,848.30

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FUND # - 103 JAIL PHONE COMMISSION FUND

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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
033100	JAIL PHONE COMMISSION FUND				
6014		INMATE SUPPLIES			
	4097	BANK OF AMERICA	06/15/2016	2 INMATE LUNCHES	8.28
	4097	BANK OF AMERICA	06/15/2016	1 INMATE LUNCH	4.14
	4097	BANK OF AMERICA	06/15/2016	1 INMATE LUNCH	4.14
	4097	BANK OF AMERICA	06/15/2016	2 INMATE LUNCHES	8.28
	4097	BANK OF AMERICA	06/15/2016	4 INMATE LUNCHES	17.92
	4097	BANK OF AMERICA	06/15/2016	WATER FOR INMATES	25.00
	4097	BANK OF AMERICA	06/15/2016	1 INMATE LUNCH	4.38
	4097	BANK OF AMERICA	06/15/2016	1 INMATE LUNCH	4.90

ACCOUNT TOTAL 77.04 \*  
MAJOR TOTAL 77.04 \*\*  
FUND TOTAL 77.04

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FUND # - 210 COMMUNITY DEVELOPMENT FUND

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MAJOR#	VENDOR	VENDOR	INV#	DESCRIPTION	AMOUNT
ACCT#	NUMBER	NAME			
081600	OTHER COMMUNITY DEVELOPMENT				
6099		WORKFORCE DEVELOPMENT/YOU			
	4097	BANK OF AMERICA	06/15/2016	Govt Day Supplies &	39.48
	4097	BANK OF AMERICA	06/15/2016	FOOD LION-Career Lau	12.75
	4097	BANK OF AMERICA	06/15/2016	Government Day Food	180.00
	4097	BANK OF AMERICA	06/15/2016	GIUSEPPE`S PIZZA - C	66.00
	4097	BANK OF AMERICA	06/15/2016	CHICK-FIL-A - Teen E	1,353.60

ACCOUNT TOTAL 1,651.83 \*  
MAJOR TOTAL 1,651.83 \*\*  
FUND TOTAL 1,651.83

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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

06/15/2016

FOOD-TRIAD

22.88

ACCOUNT TOTAL 22.88 \*  
MAJOR TOTAL 22.88 \*\*  
FUND TOTAL 22.88

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FUND # - 228 FIRE/EMS GRANTS FUND

MAJOR# VENDOR VENDOR

ACCT# NUMBER NAME

INV#

DESCRIPTION

AMOUNT

032200 FIRE PROGRAM EXPENDITURES

5540 CONVENTION & EDUCATION

4097 BANK OF AMERICA

06/15/2016

EVOC Books

272.00

ACCOUNT TOTAL 272.00 \*

5699 FIRE PROGRAMS - SHARED SE

4097 BANK OF AMERICA

06/15/2016

laminare covers clip

200.30

ACCOUNT TOTAL 200.30 \*

8001 MACHINERY & EQUIPMENT

4097 BANK OF AMERICA

06/15/2016

Trailer Registration

5.00

ACCOUNT TOTAL 5.00 \*

MAJOR TOTAL 477.30 \*\*

032300 FOUR FOR LIFE EXPENDITURES

5540 CONVENTION & EDUCATION

4097 BANK OF AMERICA

06/15/2016

EMT Testing

500.00

4097 BANK OF AMERICA

06/15/2016

Basic First Aid and

55.30

ACCOUNT TOTAL 555.30 \*

8218 EMS DONATION EXPENDITURES

4097 BANK OF AMERICA

06/15/2016

Chicken for EMS Picn

178.50

ACCOUNT TOTAL 178.50 \*

MAJOR TOTAL 733.80 \*\*

FUND TOTAL 1,211.10

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FUND # - 305 CAPITAL PROJECTS

MAJOR# VENDOR VENDOR

ACCT# NUMBER NAME

INV#

DESCRIPTION

AMOUNT

094300

8215 MANNED SITES

4097	BANK OF AMERICA	06/15/2016	ford manned site sup	576.81
4097	BANK OF AMERICA	06/15/2016	ford site supplies	107.13
4097	BANK OF AMERICA	06/15/2016	ford site	59.40
4097	BANK OF AMERICA	06/15/2016	anchor bolts	17.40
4097	BANK OF AMERICA	06/15/2016	ford site	92.27

ACCOUNT TOTAL	853.01 *
MAJOR TOTAL	853.01 **
FUND TOTAL	853.01
TOTAL DUE	49,664.16

Approved at meeting of  
Signed

on .

_____	_____	_____
	Title	Date
_____	_____	_____
	Title	Date
_____	_____	_____
	Title	Date

# County of Dinwiddie Board of Supervisors

## MINUTES

**Special Meeting – June 7, 2016, 4:04 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

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

**3. REPORTS:**

**A. DINWIDDIE COUNTY WATER AUTHORITY REFINANCING**

Ted Cole of Davenport and Company explained that the Dinwiddie County Water Authority (DCWA) currently has three outstanding loans from various improvement projects. He then presented the options to potentially refinance some or all three of the outstanding loans at a cost savings. Mr. Cole explained that Davenport and Company solicited for bank proposals as well as explored options from the Virginia Resources Authority. The bank proposals are due on June 9<sup>th</sup>. Mr. Cole stated that, at the June 21<sup>st</sup> meeting of the Board of Supervisors, he will present a resolution for the Board's approval which will re-pledge the County's support of the DCWA debt.

**B. GOVERNMENT COMPLEX PROJECT FINANCING**

Ted Cole of Davenport and Company presented the below information to the Board regarding the financing options for the Government Complex Project.

### 2016 Direct Bank Loan RFP Results Summary of Key Decision Points



Bank		Interest Rate	Period Fixed	Yield Maintenance	Prepayment Penalty	Acceptance / Rate Expiration	Bank Fees	Bank Counsel Fees
1 SunTrust	Option A: 15 Year Amortization (final maturity 10/1/2031)	2.830%	10 Years with Put	Yes	Make Whole Provision: Borrower may prepay the Loan in whole or in part at any time upon two Business Days' prior written notice to Lender.	June 30, 2016 / By July 15, 2016	\$2,500	\$5,000
	Option B: 20 Year Amortization (final maturity 10/1/2036)	2.880%	10 Years with Put	Yes	Same as above.			
2 Capital One	Option A: 15 Year Amortization (final maturity 10/1/2031)	3.290%	Life of Borrowing	None stated.	No call in whole* until 10/01/23, then in par on any interest payment date.	June 23, 2016 / By July 15, 2016	None	None
	Option B: 20 Year Amortization (final maturity 4/1/2036)	3.620%	Life of Borrowing	None stated.	No call in whole* until 10/01/25, then in par on any interest payment date. * Prior to the "No Call in Whole Dates" provided above for both Options A&B, Capital One will allow partial prepayment on any interest payment date throughout life of the Loan provided: (i) proceeds come from sources other than a refunding transaction; (ii) prepayment occurs only once per calendar year per transaction; (iii) prepayment is in a minimum amount of \$1,000,000; (iv) prepayment is in a maximum amount of \$3,000,000; and (v) any such prepayment is applied to the outstanding Loan principal in inverse order of maturity.			

Notes:

- The Yield Maintenance language in the SunTrust proposal provides for the following:
  - The interest rate quoted assumes a marginal maximum federal corporate tax rate of 35%. In the event of a decrease in the marginal maximum corporate tax rate, SunTrust shall have the option to adjust the interest rate upwards in order to maintain the same after tax yield.
- Collateral Requirements
  - SunTrust has agreed to negotiate on collateral, as contemplated in the Bank RFP.
  - The Capital One proposal provides for a ground lease on the Existing Administrative/Public Safety Building and the Proposed Administrative Building.



# Next Steps



Date	Task
June 7 <sup>th</sup>	County Board Meeting. <ul style="list-style-type: none"><li>▪ Davenport to provide an update on the results of the Bank RFP process.</li><li>▪ Davenport to provide a Current Market Estimate for a potential VRA Summer Pool financing.</li><li>▪ Davenport to discuss the comparison analysis between a Bank and VRA financing.</li></ul>
June 21 <sup>st</sup>	County Board Meeting. <ul style="list-style-type: none"><li>▪ Davenport to provide an updated Current Market Estimate for a potential VRA Summer Pool financing.</li><li>▪ County Board considers selecting the preferred financing approach and adopts the appropriate resolution(s) and form of documents.</li><li>▪ County Board directs Staff, Bond Counsel, and Davenport to pursue appropriate steps in order to execute preferred financing vehicle.</li></ul>
June 22 <sup>nd</sup>	Local approval provided to VRA (if necessary).
By June 23 <sup>rd</sup>	Notify winning proposer of Bank RFP process (if necessary).
July 5 <sup>th</sup>	County Board Meeting. <ul style="list-style-type: none"><li>▪ County Board considers approving the form of bank documents (if necessary).</li><li>▪ County Board considers approving any additional items related to the VRA financing (if necessary).</li></ul>
By July 15 <sup>th</sup>	Close on Direct Bank Loan.
July 27 <sup>th</sup>	VRA Bond Sale.
August 10 <sup>th</sup>	VRA Bond Closing.



## Appendix A

### Affordability Analysis

# CIP – Debt Affordability Analysis

Government Complex \$25,000,000



- VRA Current Market as of June 1, 2016
  - 15 Year Amortization.
  - Preliminary and subject to change until the Pricing Date which is scheduled for July 27, 2016.

FY	Debt Service Requirements					Revenue Available for DS				Debt Service Cash Flow Surplus (Deficit)					
	Existing School General Obligations	Existing School Lease Revenue Obligations	Existing County Lease Revenue Obligations	Borrowing (Government Complex)	Projected FY 17-22 Borrowing Debt Service	Annual Transfer to Debt Service Fund	Debt Service Fund Balance Drawdown	Other Available Revenues	Total Revenues Available	Surplus/ (Deficit)	Revenue From Prior Tax Impact	Capital Reserve Fund Balance Utilized	Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent	Capital Reserve Fund Balance
2016	1,912,251	3,511,343	983,450	-	-	6,407,044	-	-	6,407,044	-	-	-	-	-	-
2017	1,878,750	3,511,806	980,669	766,719	-	6,371,224	766,719	-	7,137,944	-	-	-	-	-	-
2018	1,201,751	3,423,166	305,187	1,983,200	-	6,371,224	542,079	-	6,913,304	-	-	-	-	-	-
2019	1,181,250	2,512,050	299,625	1,978,350	-	6,371,224	-	-	6,371,224	399,940	-	399,940	-	399,940	
2020	1,160,751	2,515,659	298,556	1,976,084	-	6,371,224	-	-	6,371,224	420,174	-	420,174	-	820,113	
2021	1,140,249	2,469,044	300,872	1,976,119	-	6,371,224	-	-	6,371,224	484,941	-	484,941	-	1,305,054	
2022	847,499	2,471,506	298,747	1,973,334	-	6,371,224	-	-	6,371,224	780,138	-	780,138	-	2,085,192	
2023	832,499	2,469,369	296,509	1,972,603	-	6,371,224	-	-	6,371,224	800,244	-	800,244	-	2,885,436	
2024	817,500	2,472,772	297,431	1,973,669	-	6,371,224	-	-	6,371,224	809,853	-	809,853	-	3,695,289	
2025	802,501	2,475,128	-	1,971,403	-	6,371,224	-	-	6,371,224	1,122,192	-	1,122,192	-	4,817,481	
2026	787,501	2,473,384	-	1,970,678	-	6,371,224	-	-	6,371,224	1,139,661	-	1,139,661	-	5,957,142	
2027	772,500	2,472,641	-	1,966,365	-	6,371,224	-	-	6,371,224	1,159,718	-	1,159,718	-	7,116,860	
2028	757,500	2,473,197	-	1,963,338	-	6,371,224	-	-	6,371,224	1,177,190	-	1,177,190	-	8,294,050	
2029	-	2,470,153	-	1,961,338	-	6,371,224	-	-	6,371,224	1,039,734	-	1,039,734	-	10,233,784	
2030	-	2,467,353	-	1,960,109	-	6,371,224	-	-	6,371,224	1,043,762	-	1,043,762	-	12,177,546	
2031	-	2,468,956	-	1,959,307	-	6,371,224	-	-	6,371,224	1,042,871	-	1,042,871	-	14,120,417	
2032	-	2,474,922	-	1,958,944	-	6,371,224	-	-	6,371,224	1,037,359	-	1,037,359	-	16,057,776	
2033	-	2,470,122	-	-	-	6,371,224	-	-	6,371,224	3,901,102	-	3,901,102	-	19,958,878	
2034	-	2,468,156	-	-	-	6,371,224	-	-	6,371,224	3,903,068	-	3,903,068	-	23,861,946	
2035	-	-	-	-	-	6,371,224	-	-	6,371,224	6,371,224	-	6,371,224	-	30,233,171	
2036	-	-	-	-	-	6,371,224	-	-	6,371,224	6,371,224	-	6,371,224	-	36,604,395	
2037	-	-	-	-	-	6,371,224	-	-	6,371,224	6,371,224	-	6,371,224	-	42,975,619	
<b>Total</b>	<b>14,092,500</b>	<b>50,070,727</b>	<b>4,061,046</b>	<b>30,311,660</b>	<b>-</b>	<b>96,535,934</b>	<b>1,206,798</b>	<b>-</b>	<b>97,742,732</b>	<b>Total</b>	<b>-</b>	<b>Total Tax Effect</b>	<b>0.004</b>	<b>-</b>	

- Assumed FY 2016 Value of a Penny<sup>(1)</sup>: \$206,569
- Assumed Growth Rate: 1.00%

<sup>(1)</sup> Based on FY 2016 Budgeted Real Estate Revenue (Current Taxes) of \$16,318,986 divided by \$0.79 Real Estate Tax Rate.

DAVENPORT & COMPANY

June 7, 2016

Dinwiddie County, Virginia

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# CIP – Debt Affordability Analysis

Government Complex \$25,000,000



- Capital One
  - 15 Year Amortization.

FY	Debt Service Requirements					Revenue Available for DS				Debt Service Cash Flow Surplus (Deficit)					
	Existing School General Obligations	Existing School Lease Revenue Obligations	Existing County Lease Revenue Obligations	Borrowing (Government Complex)	Projected FY 17-22 Borrowing Debt Service	Annual Transfer to Debt Service Fund	Debt Service Fund Balance Drawdown	Other Available Revenues	Total Revenues Available	Surplus/ (Deficit)	Revenue From Prior Tax Impact	Capital Reserve Fund Balance Utilized	Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent	Capital Reserve Fund Balance
2016	1,912,251	3,511,343	983,450	-	-	6,407,044	-	-	6,407,044	-	-	-	-	-	-
2017	1,878,750	3,511,806	980,669	588,398	-	6,371,224	588,398	-	6,959,623	-	-	-	-	-	-
2018	1,201,751	3,423,166	305,187	2,136,578	-	6,371,224	899,457	-	7,066,682	-	-	-	-	-	-
2019	1,181,250	2,512,050	299,625	2,136,805	-	6,371,224	-	-	6,371,224	241,494	-	241,494	-	241,494	
2020	1,160,751	2,515,659	298,556	2,136,551	-	6,371,224	-	-	6,371,224	259,708	-	259,708	-	501,202	
2021	1,140,249	2,469,044	300,872	2,136,816	-	6,371,224	-	-	6,371,224	324,243	-	324,243	-	825,445	
2022	847,499	2,471,506	298,747	2,136,503	-	6,371,224	-	-	6,371,224	616,969	-	616,969	-	1,442,415	
2023	832,499	2,469,369	296,509	2,136,610	-	6,371,224	-	-	6,371,224	636,238	-	636,238	-	2,078,652	
2024	817,500	2,472,772	297,431	2,137,055	-	6,371,224	-	-	6,371,224	646,467	-	646,467	-	2,725,119	
2025	802,501	2,475,128	-	2,136,790	-	6,371,224	-	-	6,371,224	956,805	-	956,805	-	3,681,924	
2026	787,501	2,473,384	-	2,136,765	-	6,371,224	-	-	6,371,224	973,574	-	973,574	-	4,655,498	
2027	772,500	2,472,641	-	2,136,881	-	6,371,224	-	-	6,371,224	989,203	-	989,203	-	5,644,701	
2028	757,500	2,473,197	-	2,137,138	-	6,371,224	-	-	6,371,224	1,003,390	-	1,003,390	-	6,648,091	
2029	-	2,470,153	-	2,136,437	-	6,371,224	-	-	6,371,224	1,764,634	-	1,764,634	-	8,412,724	
2030	-	2,467,353	-	2,136,747	-	6,371,224	-	-	6,371,224	1,767,125	-	1,767,125	-	10,179,849	
2031	-	2,468,956	-	2,136,990	-	6,371,224	-	-	6,371,224	1,765,318	-	1,765,318	-	11,945,167	
2032	-	2,474,922	-	2,136,578	-	6,371,224	-	-	6,371,224	1,759,725	-	1,759,725	-	13,704,892	
2033	-	2,470,122	-	-	-	6,371,224	-	-	6,371,224	3,901,102	-	3,901,102	-	17,605,994	
2034	-	2,468,156	-	-	-	6,371,224	-	-	6,371,224	3,903,068	-	3,903,068	-	21,509,062	
2035	-	-	-	-	-	6,371,224	-	-	6,371,224	6,371,224	-	6,371,224	-	27,880,287	
2036	-	-	-	-	-	6,371,224	-	-	6,371,224	6,371,224	-	6,371,224	-	34,251,511	
2037	-	-	-	-	-	6,371,224	-	-	6,371,224	6,371,224	-	6,371,224	-	40,622,735	
<b>Total</b>	<b>14,092,500</b>	<b>50,070,727</b>	<b>4,061,046</b>	<b>32,639,601</b>	<b>-</b>	<b>100,863,875</b>	<b>1,283,855</b>	<b>-</b>	<b>102,147,730</b>	<b>Total</b>	<b>-</b>	<b>Total Tax Effect</b>	<b>0.004</b>	<b>-</b>	

- Assumed FY 2016 Value of a Penny<sup>(1)</sup>: \$206,569
- Assumed Growth Rate: 1.00%

<sup>(1)</sup> Based on FY 2016 Budgeted Real Estate Revenue (Current Taxes) of \$16,318,986 divided by \$0.79 Real Estate Tax Rate.

DAVENPORT & COMPANY

June 7, 2016

Dinwiddie County, Virginia

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# CIP – Debt Affordability Analysis

## Government Complex \$25,000,000

- VRA Current Market as of June 1, 2016
  - 20 Year Amortization.
  - Preliminary and subject to change until the Pricing Date which is scheduled for July 27, 2016.

FY	Debt Service Requirements					Revenue Available for DS				Debt Service Cash Flow Surplus (Deficit)					
	Existing School General Obligations	Existing School Lease Revenue Obligations	Existing County Lease Revenue Obligations	Proposed Summer 2016 Borrowing (Government Complex)	Projected FY 17-22 Borrowing Debt Service	Annual Transfer to Debt Service Fund	Debt Service Fund Balance Drawdown	Other Available Revenues	Total Revenues Available	Surplus/ (Deficit)	Revenue From Prior Tax Impact	Capital Reserve Fund Balance Utilized	Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent	Capital Reserve Fund Balance
2016	1,912,251	3,511,343	983,450	-	-	6,407,044	6,407,044	-	6,407,044	-	-	-	-	-	-
2017	1,878,750	3,511,806	980,069	764,304	-	7,135,528	6,371,224	764,304	7,135,528	-	-	-	-	-	-
2018	1,201,751	3,423,166	305,187	1,853,453	-	6,583,557	6,371,224	212,332	6,583,557	-	-	-	-	-	-
2019	1,181,250	2,512,050	299,625	1,851,166	-	5,644,091	6,371,224	-	5,644,091	727,133	-	727,133	-	727,133	727,133
2020	1,160,751	2,515,659	298,556	1,852,213	-	5,627,179	6,371,224	-	5,627,179	744,046	-	744,046	-	744,046	1,471,179
2021	1,140,249	2,469,044	300,872	1,851,466	-	5,561,630	6,371,224	-	5,561,630	809,594	-	809,594	-	809,594	2,280,773
2022	847,499	2,471,506	298,747	1,848,925	-	5,266,677	6,371,224	-	5,266,677	1,104,547	-	1,104,547	-	1,104,547	3,385,320
2023	832,499	2,469,369	296,509	1,849,463	-	5,247,840	6,371,224	-	5,247,840	1,123,385	-	1,123,385	-	1,123,385	4,508,705
2024	817,500	2,472,772	297,431	1,847,950	-	5,235,652	6,371,224	-	5,235,652	1,135,572	-	1,135,572	-	1,135,572	5,644,276
2025	802,501	2,475,128	-	1,844,388	-	4,922,016	6,371,224	-	4,922,016	1,449,208	-	1,449,208	-	1,449,208	7,093,485
2026	787,501	2,473,384	-	1,843,647	-	4,904,532	6,371,224	-	4,904,532	1,466,892	-	1,466,892	-	1,466,892	8,560,377
2027	772,500	2,472,641	-	1,840,600	-	4,885,741	6,371,224	-	4,885,741	1,485,484	-	1,485,484	-	1,485,484	10,045,860
2028	757,500	2,473,197	-	1,840,119	-	4,870,816	6,371,224	-	4,870,816	1,500,409	-	1,500,409	-	1,500,409	11,546,069
2029	-	2,470,153	-	1,841,947	-	4,112,100	6,371,224	-	4,112,100	2,259,124	-	2,259,124	-	2,259,124	13,805,193
2030	-	2,467,353	-	1,840,956	-	4,108,309	6,371,224	-	4,108,309	2,262,915	-	2,262,915	-	2,262,915	16,068,108
2031	-	2,468,956	-	1,837,147	-	4,106,103	6,371,224	-	4,106,103	2,265,121	-	2,265,121	-	2,265,121	18,333,230
2032	-	2,474,922	-	1,835,391	-	4,110,313	6,371,224	-	4,110,313	2,260,912	-	2,260,912	-	2,260,912	20,594,141
2033	-	2,470,122	-	1,835,431	-	4,105,553	6,371,224	-	4,105,553	2,265,671	-	2,265,671	-	2,265,671	22,859,813
2034	-	2,468,156	-	1,832,141	-	4,100,297	6,371,224	-	4,100,297	2,270,927	-	2,270,927	-	2,270,927	25,130,740
2035	-	-	-	1,830,391	-	1,630,391	6,371,224	-	1,630,391	4,740,834	-	4,740,834	-	4,740,834	29,871,574
2036	-	-	-	1,829,925	-	1,629,925	6,371,224	-	1,629,925	4,741,299	-	4,741,299	-	4,741,299	34,612,873
2037	-	-	-	1,825,616	-	1,625,616	6,371,224	-	1,625,616	4,745,609	-	4,745,609	-	4,745,609	39,358,482
Total	14,092,500	50,070,727	4,061,046	33,996,635	-	101,820,909	976,836	-	101,820,909	Total	-	Total Tax Effect	0.00%	0.00%	37,380,439

- Assumed FY 2016 Value of a Penny<sup>(1)</sup>: \$206,569
- Assumed Growth Rate: 1.00%

<sup>(1)</sup> Based on FY 2016 Budgeted Real Estate Revenue (Current Taxes) of \$16,318,986 divided by \$0.79 Real Estate Tax Rate.

DAVENPORT & COMPANY

June 7, 2016

Dinwiddie County, Virginia

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# CIP – Debt Affordability Analysis

## Government Complex \$25,000,000



- Capital One
  - 20 Year Amortization.

FY	Debt Service Requirements					Revenue Available for DS				Debt Service Cash Flow Surplus (Deficit)					
	Existing School General Obligations	Existing School Lease Revenue Obligations	Existing County Lease Revenue Obligations	Proposed Summer 2016 Borrowing (Government Complex)	Projected FY 17-22 Borrowing Debt Service	Annual Transfer to Debt Service Fund	Debt Service Fund Balance Drawdown	Other Available Revenues	Total Revenues Available	Surplus/ (Deficit)	Revenue From Prior Tax Impact	Capital Reserve Fund Balance Utilized	Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent	Capital Reserve Fund Balance
2016	1,912,251	3,511,343	983,450	-	-	6,407,044	6,407,044	-	6,407,044	-	-	-	-	-	-
2017	1,878,750	3,511,806	980,069	647,417	-	7,018,641	6,371,224	647,417	7,018,641	-	-	-	-	-	-
2018	1,201,751	3,423,166	305,187	1,841,923	-	6,772,027	6,371,224	400,802	6,772,027	-	-	-	-	-	-
2019	1,181,250	2,512,050	299,625	1,842,569	-	5,835,495	6,371,224	-	5,835,495	535,730	-	535,730	-	535,730	535,730
2020	1,160,751	2,515,659	298,556	1,841,967	-	5,816,933	6,371,224	-	5,816,933	554,292	-	554,292	-	554,292	1,090,021
2021	1,140,249	2,469,044	300,872	1,842,079	-	5,752,243	6,371,224	-	5,752,243	618,981	-	618,981	-	618,981	1,709,002
2022	847,499	2,471,506	298,747	1,841,833	-	5,459,586	6,371,224	-	5,459,586	911,639	-	911,639	-	911,639	2,620,641
2023	832,499	2,469,369	296,509	1,842,194	-	5,440,572	6,371,224	-	5,440,572	930,653	-	930,653	-	930,653	3,551,294
2024	817,500	2,472,772	297,431	1,842,107	-	5,429,810	6,371,224	-	5,429,810	941,414	-	941,414	-	941,414	4,492,708
2025	802,501	2,475,128	-	1,842,482	-	5,120,111	6,371,224	-	5,120,111	1,251,114	-	1,251,114	-	1,251,114	5,743,822
2026	787,501	2,473,384	-	1,842,318	-	5,103,203	6,371,224	-	5,103,203	1,268,021	-	1,268,021	-	1,268,021	7,011,843
2027	772,500	2,472,641	-	1,841,561	-	5,096,702	6,371,224	-	5,096,702	1,284,523	-	1,284,523	-	1,284,523	8,296,366
2028	757,500	2,473,197	-	1,842,139	-	5,072,836	6,371,224	-	5,072,836	1,298,388	-	1,298,388	-	1,298,388	9,594,754
2029	-	2,470,153	-	1,841,980	-	4,312,133	6,371,224	-	4,312,133	2,059,092	-	2,059,092	-	2,059,092	11,653,846
2030	-	2,467,353	-	1,842,010	-	4,309,363	6,371,224	-	4,309,363	2,061,861	-	2,061,861	-	2,061,861	13,715,707
2031	-	2,468,956	-	1,842,176	-	4,311,132	6,371,224	-	4,311,132	2,060,092	-	2,060,092	-	2,060,092	15,775,799
2032	-	2,474,922	-	1,842,424	-	4,317,345	6,371,224	-	4,317,345	2,053,879	-	2,053,879	-	2,053,879	17,829,678
2033	-	2,470,122	-	1,841,662	-	4,311,784	6,371,224	-	4,311,784	2,059,441	-	2,059,441	-	2,059,441	19,889,118
2034	-	2,468,156	-	1,841,855	-	4,310,011	6,371,224	-	4,310,011	2,061,213	-	2,061,213	-	2,061,213	21,950,332
2035	-	-	-	1,841,876	-	1,841,876	6,371,224	-	1,841,876	4,529,348	-	4,529,348	-	4,529,348	26,479,680
2036	-	-	-	1,841,689	-	1,841,689	6,371,224	-	1,841,689	4,529,535	-	4,529,535	-	4,529,535	31,009,215
2037	-	-	-	-	-	-	6,371,224	-	-	6,371,224	-	-	-	-	37,380,439
Total	14,092,500	50,070,727	4,061,046	35,646,260	-	103,870,534	1,048,219	-	103,870,534	Total	-	Total Tax Effect	0.00%	0.00%	37,380,439

- Assumed FY 2016 Value of a Penny<sup>(1)</sup>: \$206,569
- Assumed Growth Rate: 1.00%

<sup>(1)</sup> Based on FY 2016 Budgeted Real Estate Revenue (Current Taxes) of \$16,318,986 divided by \$0.79 Real Estate Tax Rate.

DAVENPORT & COMPANY

June 7, 2016

Dinwiddie County, Virginia

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### 4. CLOSED SESSION

At 5:16 PM, upon the motion of Mr. Chavis, seconded by Mr. Moody,

The Board convened into a closed meeting under:

**A. §2.2-3711 (A) (1) Personnel:**

▪ **Appointments**

- Dinwiddie County Planning Commission

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

*At 5:51 PM, upon motion of Dr. Moore, seconded by Mr. Chavis, the Board reconvened into open session.*

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

**CERTIFICATION**

**Whereas,** this Board convened in a closed meeting under section

**A. §2.2-3711 (A) (1) Personnel:**

▪ **Appointments**

- Dinwiddie County Planning Commission

**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. Moody, the Certification Resolution was adopted.*

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

**5. OLD/NEW BUSINESS**

**A. APPOINTMENTS**

*Upon motion of Dr. Moore, seconded by Mr. Moody, Mr. Edward H. Titmus, III was appointed to serve on the Dinwiddie Planning Commission for the unexpired term of Mr. McCray expiring December 31, 2016.*

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

**6. ADJOURNMENT**

*Upon motion of Mr. Chavis, seconded by Mr. Moody, the meeting was adjourned at 5:52 PM.*

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

\_\_\_\_\_  
Brenda Ebron-Bonner  
Chair

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

/sbw

DINWIDDIE COUNTY  
July 19, 2016 – Monthly Report

<b>MAINTENANCE</b>				
<b>Dinwiddie Area Headquarters for the month of June 2016</b>				
<ul style="list-style-type: none"> <li>• Performed debris cleanup and repaired signs along various primary and secondary roads, and removed limb and tree debris from secondary routes in preparation of secondary mowing.</li> <li>• Removed trash bags picked up by Adopt -A- Highway citizens and Dinwiddie Sheriff's Dept. inmates on secondary roads.</li> <li>• Cut and removed dead trees that had fallen along Routes 1, 40 and 627 (Courthouse Rd.).</li> <li>• Worked to remove beaver dams on Routes 613 (Squirrel Level Rd), 632 (Butterwood Rd), 646 (Glebe Rd), 667 (Malone Rd), 672 (Church Rd), and 741 (Fort Emory Rd).</li> <li>• Repaired pot holes on various primary and secondary roads.</li> <li>• Machined various unpaved roads throughout the county.</li> <li>• Performed mowing operations along Routes 1, 40, and 460.</li> <li>• Cut for sight distance safety around various intersections throughout the county.</li> <li>• Continued rural rustic construction on Route 628 (Tranquility Lane). Installed cross-pipe, performed ditching, repositioned group of mailboxes, added stone to surface.</li> <li>• Replaced cross-over pipe Route 40.</li> <li>• Replaced entrance pipe Route 40.</li> <li>• Replaced pipe Route 703 (Carson Rd.).</li> <li>• Performed ditching along various secondary routes.</li> <li>• Assisted Richmond (Henrico County) with tree and debris removal after severe wind storm swept through the area.</li> </ul>				
<b>LAND DEVELOPMENT &amp; PERMITS</b>				<b>Paul Hinson, P.E.</b>
<b><u>Dinwiddie County</u></b>				
<b>Plans with outstanding comments or under review (Activity within last 90 days)</b>				
<ul style="list-style-type: none"> <li>• Hofheimer Way Retail Site – Site plan submitted on 3-22-16 for a proposed Dollar General store at the intersection of Route 775 (Hofheimer Way), and US 1. Comments issued on 4-6-16.</li> </ul>				
<b>Plans approved</b>				
<ul style="list-style-type: none"> <li>• Airpark Drive – Revised road plans submitted for review for needed improvements to bring remainder of Airpark Road to the County convenience center into state system. Plans found acceptable on 6-9-16.</li> <li>• Taco Bell at Dinwiddie – Revised site plan submitted for review for a proposed Taco Bell at the intersection of Route 1320 (Ritchie Rd.), and US 1. Plan received on 5-19-16 and found acceptable on 5-26-16.</li> </ul>				
<b>Other</b>				
<ul style="list-style-type: none"> <li>• None</li> </ul>				
<b>LUP Permits Issued and Completed</b>				

Number		Dinwiddie County	Permit Issuance Date	Permit Completion Date
57908	Southside Electric Cooperative	26	5-26-16	
57912	Town of McKenney	26	6-2-16	
57913	Jason Lee Fisher	26	6-2-16	
57918	Town of McKenney	26	6-8-16	
57916	Todd Williams	26	6-8-16	
57917	Dominion VA Power	26	6-8-16	
57919	Troy M. Whitt	26	6-9-16	
57922	Comcast Communications	26	6-14-16	
57923	James B. Goodwyn	26	6-15-16	
57924	C & L Excavation, LLC	26	6-15-16	
57926	Priscilla Richardson	26	6-17-16	
57927	Comcast Communications	26	6-22-16	
57711	Baylaur Construction, LLC	26	2-12-15	5-26-16
57863	Bostic Real Estate Properties, LLC	26	3-3-16	6-10-16
57829	Hannah Moody	26	11-12-15	6-10-16
57873	Watkins Farm	26	4-5-16	5-26-16
57890	William F. Maywalt	26	4-27-16	6-24-16
57891	William F. Maywalt	26	4-28-16	6-24-16
57885	DanRich Homes	26	4-22-16	6-24-16

**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: Main line paving to continue

**UPC 105287 / Order I65 /Project: (NFO) 0085-026-609, N501**

Contractor: Denton Construction Co.  
Name: I-85 NB Restore Existing Pavement  
CM: Smith  
Fixed Completion Date: 11-15-2016  
Description: Concrete patching continues

**UPC 107975 / Order J30 /Project: (NFO) 9999-964-611, N501**

Contractor: Allan Myers VA Inc.  
Name: I-95 NB/I85 NB Restore Existing Pavement  
CM: Smith  
Fixed Completion Date: 8-16-16  
Description: Project began 6-12-16

**UPC 89379 / Order G26 /Project: (NFO) 0226-026-573,B606, C501 (Dinwiddie)**

Contractor: Bryant Contracting  
Name: Route 226 (Cox Rd) Bridge over NSRR  
CM: Miller

Fixed Completion Date: 8/1/16

Description: Superstructure replacement and substructure repairs

Comments: Phase I is complete. Phase II deck has been poured, pedestrian fence and railing installed. Contractor plans to complete approach paving and deck grooving by 6-24-16. Final inspection has been scheduled.

**UPC 80993 / Order G95 /Project: (NFO) 0001-026-107,C501 (Dinwiddie)**

Contractor: Branscome

Name: Route 226 (Cox Rd.) 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 (Ferndale Rd./Westgate Dr.) and 226 (Cox Rd.).

Comments: Contractor has completed curb & gutter, sidewalk, and asphalt placement through intermediate course on Routes 226 WB (Cox Rd.) and 600 NB (Ferndale Rd./Westgate Dr.). Traffic switch to Stage II scheduled for 6/21/16. After traffic switch Contractor will begin installation of storm drain and grading operations on Routes 226 EB (Cox Rd.) and 600 SB (Ferndale Rd./Westgate Dr.). Contractor continuing to grade, install curb & gutter, and entrances on Route 600 (Westgate Dr.).

**UPC 107812 / Order404 /Project: ST4D-026-F16 (Dinwiddie)**

Contractor: Whitehurst

Name: Surface Treatment Schedule

CM: Bondurant

Fixed Completion Date: 10/28/16

Description: Resurfacing of various routes in Dinwiddie County.

Comments: Contractor will begin surface treatment operations in late to mid-July. Patching is complete.

**UPC 107844 / Order409 /Project: PM4D-026-F16 (Nottoway)**

Contractor: Allan Myers

Name: Plant Mix Schedule

CM: Bondurant

Fixed Completion Date: 10/28/16

Description: Resurfacing of various routes in Prince George County.

Comments: Contractor will begin paving operations in early-September.

**TRAFFIC STUDIES/SPECIAL REQUESTS**

- A request for no thru truck restriction for Route 603 (Weakley Rd.) is currently being reviewed.
- A request for a stop bar on Route 1007 (5th St.) next to the stop sign at intersection with Route 1001 (Rives Ave.) is currently being reviewed.
- Truck Restriction review for Halifax Road is underway.



**RESOLUTION APPROVING THE FORMS OF CERTAIN DOCUMENTS PREPARED IN CONNECTION WITH A LEASE FINANCING THROUGH THE VIRGINIA RESOURCES AUTHORITY AND AUTHORIZING THE DISTRIBUTION, EXECUTION AND DELIVERY OF THE SAME**

**WHEREAS**, on June 21, 2016, the Board of Supervisors (the “Board”) of Dinwiddie County, Virginia (the “County”), adopted a resolution (the “Authorizing Resolution”) approving a plan of lease financing through the Virginia Resources Authority to finance the costs of various capital improvements for governmental purposes, including but not limited to (a) the design, acquisition, construction, installation and equipping of a new county municipal facility and a new public safety building, (b) the renovation, rehabilitation and improvement of the existing Pamplin Administration Building and the existing public safety complex, (c) the demolition of two old buildings, (d) the construction of a new water system, and (e) the relocation of fiber optic lines (collectively, the “Project”);

**WHEREAS**, the Project will be effected through a lease financing structure with VRA, pursuant to which the County will lease all or a portion of the real property comprising the Dinwiddie County Government Center located at 13910 Courthouse Road and 14008 and 14016 Boydton Plank Road (tax parcel numbers 45D-1-16 and 45D-1-14) (such leased portions, the “Premises”) to VRA pursuant to the terms of a prime lease (the “Prime Lease”), between the County and VRA, and VRA will lease the Premises back to the County pursuant to the terms of a Local Lease Acquisition Agreement and Financing Lease (the “Financing Lease”), between VRA and the County;

**WHEREAS**, the Authorizing Resolution authorized the County staff to proceed with the lease financing through VRA, subject to the approval by the Board at a subsequent meeting of the forms of the Prime Lease, Financing Lease and any other documents necessary to the financing; and

**WHEREAS**, forms of the Prime Lease and the Financing Lease have been presented to this meeting;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DINWIDDIE COUNTY, VIRGINIA:**

1. The leasing of the Premises pursuant to the terms of the Prime Lease and the Financing Lease is hereby authorized. The County Administrator is authorized to determine which portions of the property described in the recitals above shall constitute the Premises.

2. The forms of the Prime Lease and the Financing Lease submitted to this meeting are hereby approved. The County Administrator is authorized to execute the Prime Lease and the Financing Lease in substantially such forms, with such completions, omissions, insertions and changes not inconsistent with this Resolution and the Authorizing Resolution as may be approved by the County Administrator, whose approval shall be evidenced conclusively by the execution and delivery thereof. At the discretion of the County Administrator, all or a portion of the Premises may be included in the leasehold interests conveyed by the Prime Lease and the Financing Lease. All capitalized terms used but not defined herein shall have the same meanings as set forth in the Financing Lease.

3. Rental Payments due under the Financing Lease shall be payable in lawful money of the United States of America and otherwise comply with the terms set forth in the Financing Lease. The County may, at its option, prepay the principal components of Rental Payments upon the terms set forth in the Financing Lease.

4. Such officers of the County as may be requested are authorized and directed to execute and deliver a nonarbitrage certificate and tax compliance agreement (the "Tax Compliance Agreement") in a form not inconsistent with this Resolution and the Authorizing Resolution as may be approved by the officers of the County executing such document, whose approval shall be evidenced conclusively by the execution and delivery thereof.

5. The County has heretofore received and reviewed the Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia ("SNAP") and the Contract Creating the State Non-Arbitrage Program Pool I (the "Contract"), and the Board hereby determines to authorize the County Treasurer to utilize SNAP in connection with the investment of the proceeds of the Financing Lease. The Board acknowledges the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

6. All other actions of County officials in conformity with the purposes and intent of this Resolution and the Authorizing Resolution and in furtherance of the execution and delivery of the Prime Lease and the Financing Lease are ratified, approved and confirmed. The County officials are authorized and directed to execute and deliver all certificates and other instruments considered necessary or desirable in connection with the execution and delivery of the Prime Lease and the Financing Lease pursuant to this Resolution and the Authorizing Resolution. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

7. This Resolution shall take effect immediately.

Prepared by:  
Arthur E. Anderson II  
McGuireWoods LLP  
Gateway Plaza  
800 East Canal Street  
Richmond, Virginia 23219

Tax Parcel Nos. 45-D-1-16 and 45-D-1-14

**LOCAL LEASE ACQUISITION AGREEMENT AND FINANCING LEASE**

**between**

**VIRGINIA RESOURCES AUTHORITY  
as Lessor**

**and**

**COUNTY OF DINWIDDIE, VIRGINIA  
as Lessee**

**Dated as of July 20, 2016**

**Virginia Resources Authority Infrastructure and State Moral Obligation Revenue Bonds  
(Virginia Pooled Financing Program)  
Series 2016B**

**THIS AGREEMENT IS EXEMPT FROM RECORDING TAXES UNDER SECTION  
58.1-811 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED.**

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## LOCAL LEASE ACQUISITION AGREEMENT AND FINANCING LEASE

This **LOCAL LEASE ACQUISITION AGREEMENT AND FINANCING LEASE** is a deed of lease made as of July 20, 2016, between the **VIRGINIA RESOURCES AUTHORITY**, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), as Lessor, and the **COUNTY OF DINWIDDIE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Local Government"), as Lessee.

**A.** VRA intends to issue its Related Series of VRA Bonds, as hereinafter defined, and to use a portion of the proceeds thereof to assist the Local Government in financing the Project, as hereinafter defined.

**B.** VRA and the Local Government wish to set forth herein certain terms, conditions and provisions related to the purchase of this Agreement, the application of the proceeds hereof, the payment of the sums owed under this Agreement, the use and maintenance of the Related Financed Property, as hereinafter defined, and the lease of the Leased Property, as hereinafter defined by, VRA to the Local Government.

**NOW, THEREFORE**, VRA and the Local Government agree as follows:

### ARTICLE I DEFINITIONS

**Section .1 Definitions.** Each capitalized term contained in this Agreement has the meaning set forth below unless the context requires otherwise:

**"2016B Acquisition Fund"** has the meaning set forth in the Related Supplemental Series Indenture.

**"Act"** means the Virginia Resources Authority Act, Chapter 21, Title 62.1 of the Code of Virginia of 1950, as amended.

**"Agreement"** means this Local Lease Acquisition Agreement and Financing Lease dated as of the date first written above, between VRA and the Local Government, as modified, altered, amended or supplemented in accordance with the terms hereof.

**"Business Day"** means any day on which commercial banking institutions are generally open for business in New York, New York and Richmond, Virginia.

**"Closing Date"** means August 10, 2016, or such other date as may be determined by VRA.

**"Commonwealth"** means the Commonwealth of Virginia.

**"Consulting Engineer"** means the Local Engineer or the Outside Engineer.

**"Deed of Trust"** means the Leasehold Deed of Trust by VRA in favor of the Trustee and the deed of trust trustees named therein dated as of August 1, 2016, as modified, altered, amended or supplemented from time to time.

**"Effective Date"** means July 20, 2016.

**"Event of Default"** has the meaning set forth in Section 10.1.

**"Event of Non-Appropriation"** has the meaning set forth in Section 5.1.

**"Financing Parameters"** means the parameters established by the governing body of the Local Government regarding the terms and conditions of this Agreement, which may include a maximum principal amount of Rental Payments, maximum "true" interest cost or targeted savings.

**"Fiscal Year"** means the twelve-month period beginning July 1 of one year and ending on June 30 of the following year, or if the Local Government has established another twelve-month period as its annual accounting period such other twelve-month period.

**"Government Obligations"** means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

**"Improvements"** means the structures and improvements now or hereafter located or situated on the Real Estate, whether or not pursuant to the undertaking of the Project.

**"Insurance Consultant"** means an independent insurance consultant experienced and of recognized standing in the field of municipal insurance.

**"Lease Proceeds Amount"** has the meaning set forth in Schedule 1.1 and represents the amount received by the Local Government from the sale of this Agreement to VRA. The Lease Proceeds Amount will be determined by adding to or subtracting from the portion of the par amount of the Related Portion of VRA Bonds the Local Government's share of the net original issue premium or discount on the Related Series of VRA Bonds and by subtracting from the par amount of the Related Portion of VRA Bonds the Local Government's share of VRA's expenses as set forth in Section 3.2 and the Local Government's share of the deposit on the Closing Date to a VRA Reserve.

**"Leased Property"** means all or any portion of the Real Estate or the Improvements or both, as context may require, provided however, that upon satisfaction of the provisions of Section 4.5, the Released Real Estate shall cease to be part of the Leased Property.

**"Leases"** means, collectively, this Agreement and the Prime Lease.

**"Local Account"** means the local account established for this Agreement within the 2016B Acquisition Fund.

**"Local Authorization"** means collectively, the resolutions adopted on June 21, 2016 and July 19, 2016, by a majority of the members of the governing body of the Local Government authorizing and approving (i) the transactions contemplated by, and the execution and delivery of, the Local Lease Documents and (ii) the sale of this Agreement subject to the Financing Parameters.

**"Local Lease Documents"** means the Financing Lease, the Prime Lease and the Local Tax Document.

**"Local Engineer"** means an officer or employee of the Local Government so designated in writing by a Local Representative, which officer or employee (i) is licensed as a professional engineer in Virginia, (ii) has recognized standing and experience in the design and construction of facilities similar to the Project, and (iii) is subject to VRA's reasonable approval.

**"Local Representative"** means (i) the chair or vice chair of the governing body of the Local Government, (ii) the chief executive officer of the Local Government, and (iii) any other official or employee of the Local Government authorized by resolution of the governing body of the Local Government to perform the act or sign the document in question.

**"Local Tax Document"** means the Nonarbitrage Certificate and Tax Compliance Agreement dated the Closing Date, between the Local Government and VRA, as modified, altered, amended and supplemented.

**"Master Indenture"** means the Master Indenture of Trust dated as of December 1, 2003, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms.

**"Outside Engineer"** means a firm of independent consulting engineers with recognized standing in the field of structural, water, electrical or fiber optic engineering, as applicable, and licensed as professional engineers in Virginia that the Local Government designates in writing, subject to VRA's reasonable approval.

**"Pricing Objective"** has the meaning set forth in Section 3.1(b).

**"Prime Lease"** means the Prime Lease dated as of August 1, 2016, between the Local Government and VRA, as modified, altered, amended and supplemented in accordance with its terms and the terms of this Agreement.

**"Proceeds Requested"** means \$25,150,000 plus allocable VRA costs of issuance, or such other amount requested in writing by the Local Government and approved by VRA prior to the Sale Date, subject to the Financing Parameters, or such other amount requested in writing by the Local Government and approved by VRA prior to the Sale Date.

**"Project"** means the project described in Exhibit B.

**"Project Budget"** means the budget for the Project set forth in Schedule 1.1.

**"Project Costs"** means the costs of the Project to the extent such costs are included in the definition of "cost" set forth in Section 62.1-199 of the Act, and includes the refunding of obligations of VRA or the Local Government issued to finance or refinance "costs" set forth in Section 62.1-199 of the Act.

**"Qualified Self-Insurance Plan"** means any plan or program of self-insurance regarding which the Local Government has received an opinion of an Insurance Consultant that the Local Government has established an adequate, actuarially sound program for the funding of reserves for such self-insurance or an insurance pool established in accordance with the Virginia Code.

**"Real Estate"** means the real estate described in Exhibits A-1 and A-2.

**"Remaining Real Estate"** has the meaning set forth in Section 4.5(a)(iii).

**"Related Financed Property"** means the land, building, equipment and other property, the acquisition, construction, renovation, or equipping of which was financed by this Agreement as part of the Project.

**"Related Portion of VRA Bonds"** means the portion of the Related Series of VRA Bonds allocable to this Agreement (as determined by VRA), including any bonds issued by VRA to refund such Related Series of VRA Bonds in whole or in part.

**"Related Series of VRA Bonds"** means the Virginia Resources Authority Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program), Series 2016B, in the original aggregate principal amount set forth in Schedule 1.1, and, unless the Local Government receives notice to the contrary from VRA, any bonds issued by VRA to refund the Related Series of VRA Bonds in whole or in part.

**"Related Supplemental Series Indenture"** means the Thirty-Sixth Supplemental Series Indenture of Trust dated as of August 1, 2016, between VRA and the Trustee, as modified, altered, amended and supplemented in accordance with its terms and those of the Master Indenture.

**"Released Real Estate"** has the meaning set forth in Section 4.5(a).

**"Rental Payments"** means the rental payments due to VRA from the Local Government pursuant to Section 6.1, including, but not limited to, Supplemental Interest.

**"Revenue Fund"** has the meaning set forth in the Master Indenture.

**"Sale Date"** means July 27, 2016, or such other date specified in Schedule 1.1.

**"Supplemental Interest"** has the meaning set forth in Section 6.1.

**"Trustee"** means U.S. Bank National Association, Richmond, Virginia, as trustee under the Master Indenture and the Related Supplemental Series Indenture, or its successors serving in such capacity.

**"Virginia Code"** means the Code of Virginia of 1950, as amended.

**"Virginia SNAP"** means the Commonwealth State Non-Arbitrage Program.

**"VRA"** means the Virginia Resources Authority, a public body corporate and a political subdivision of the Commonwealth.

**"VRA Bonds"** means the Related Series of VRA Bonds and any additional bonds issued under the Master Indenture.

**"VRA Reserve"** means any one or more of the Capital Reserve Fund, the Infrastructure Debt Service Reserve Fund, the Operating Reserve Fund, a CRF Credit Facility or an Infrastructure Revenue DSRF Facility, each as defined in the Master Indenture.

**Section .2 Rules of Construction.** The following rules apply to the construction of this Agreement unless the context requires otherwise:

(a) Singular words connote the plural number as well as the singular and vice versa.

(b) Words importing the redemption or calling for redemption of the Local Government's obligations under this Agreement do not refer to or connote the payment of such obligations as and when they are due.

(c) All references in this Agreement to particular Articles, Sections or Exhibits are references to Articles, Sections or Exhibits of this Agreement unless otherwise indicated.

(d) The headings and table of contents as used in this Agreement are solely for convenience of reference and do not constitute a part of this Agreement and do not affect its meaning, construction or effect.

## **ARTICLE II REPRESENTATIONS**

**Section .1 Representations by VRA.** VRA represents to the Local Government as follows:

(a) VRA is a duly created and validly existing public body corporate and political subdivision of the Commonwealth vested with the rights and powers conferred upon it under the Act.

(b) VRA has full right, power and authority to (i) issue, sell and deliver the Related Series of VRA Bonds, (ii) direct the Trustee to use a portion of the proceeds of the Related Series of VRA Bonds to purchase this Agreement from the Local Government as contemplated under the Related Supplemental Series Indenture and this Agreement and (iii) carry out and consummate all other transactions contemplated by this Agreement.

(c) VRA has duly authorized, executed and delivered this Agreement, and when executed the Leases will constitute legal, valid and binding obligations of VRA enforceable against VRA in accordance with their respective terms.

**Section .2 Representations by Local Government.** The Local Government represents to VRA as follows:

(a) The Local Government is a duly created and validly existing Virginia "local government" (as defined in Section 62.1-199 of the Act) and is vested with the rights and powers conferred upon it by Virginia law.

(b) The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Lease Documents and all related documents, (ii) execute, sell and deliver this Agreement to VRA, (iii) own and operate the Leased Property and the Related Financed Property, (iv) undertake the Project and (v) carry out and consummate all of the transactions contemplated by the Local Authorization and the Local Lease Documents (including leasing the Leased Property to VRA pursuant to the Prime Lease and leasing the Leased Property from VRA pursuant to this Agreement).

(c) The Local Authorization authorized the execution and delivery of this Agreement, and this Agreement is in substantially the same form as presented to the Local Government's governing body at its meeting at which the Local Authorization was adopted.

(d) The Local Government has obtained all governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the Effective Date for the Local Government's (i) adoption of the Local Authorization, (ii) execution and delivery of the Local Lease Documents, (iii) performance of its obligations under the Local Lease Documents, (iv) the undertaking of the Project and (v) the operation and use of the Leased Property and the Related Financed Property. The Local Government knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals not required to be obtained by the Effective Date cannot be obtained as required in the future.

(e) The Local Government has executed and delivered this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Local Government enforceable against the Local Government in accordance with its terms.

(f) When executed and delivered in accordance with the Local Authorization, the Prime Lease will have been executed and delivered by duly authorized officials of the Local Government and will constitute legal, valid and binding obligations of the Local Government enforceable against the Local Government in accordance with its terms.

(g) The execution and delivery of the Local Lease Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of, to the best of the Local Government's knowledge, (i) any federal or Virginia constitutional or statutory provision, including the Local Government's charter or articles of incorporation, if any, (ii) any agreement or other instrument to which the Local Government is a party or by which it is

bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

(h) The Local Government is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. No event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to this Agreement, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

(i) The Local Government, to the best of the Local Government's knowledge, (i) is not in violation of any existing law, rule or regulation applicable to it in any way that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Lease Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject that would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Lease Documents. The Local Government's execution and delivery of the Local Lease Documents and its compliance with the terms and conditions thereof will not conflict with or result in a breach of or constitute a default under any of the foregoing.

(j) The Local Government reasonably expects that, unless otherwise permitted by the terms of the Local Lease Documents or approved by VRA, the Local Government will own, operate and control the Leased Property and the Related Financed Property at all times during the term of the Local Lease Documents.

(k) Except as set forth in Exhibit C, there are not pending nor, to the best of the Local Government's knowledge, threatened against the Local Government, any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization or the Local Lease Documents, (iii) in any way contesting or affecting the validity or enforceability of the Local Authorization, the Local Lease Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Leased Property, the Local Government or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization or the Local Lease Documents or (v) affecting the Project.

(l) The financial statements, applications and other information that the Local Government furnished to VRA in connection with this Agreement fairly and accurately portray the Local Government's financial condition, as of their dates, and there has been no material adverse change in the financial condition of the Local Government since the date of the financial statements provided to VRA in connection with this Agreement.

(m) Nothing that would constitute an Event of Default hereunder has occurred and is continuing, and no event or condition exists that with the passage of time or the giving of notice, or both, would constitute an Event of Default hereunder.

### **ARTICLE III**

#### **ACQUISITION OF FINANCING LEASE AND LEASE OF REAL ESTATE**

**Section .1 Acquisition of this Agreement.** Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth or incorporated herein, VRA shall transfer to the Local Government, solely from the proceeds of the Related Series of VRA Bonds the Lease Proceeds Amount, and the Local Government shall deliver to VRA this Agreement in return. The Local Government acknowledges that the Lease Proceeds Amount (i) is determined by VRA, (ii) is subject to VRA's Pricing Objective and market conditions as described below, (iii) is expected to be substantially equal to the Proceeds Requested and (iv) is subject to the Financing Parameters.

(a) The Local Government acknowledges that VRA has advised the Local Government that its objective is to pay the Local Government a Lease Proceeds Amount for this Agreement that in VRA's judgment reflects the market value of this Agreement ("Pricing Objective"), taking into consideration the Financing Parameters, the purchase price received by VRA for the Related Series of VRA Bonds, the underwriters' discount and other issuance costs of the Related Series of VRA Bonds and other market conditions relating to the sale of the Related Series of VRA Bonds. The Local Government further acknowledges that VRA has advised it that such factors may result in this Agreement having a value other than par and that in order to receive an amount of proceeds that is substantially equal to the Proceeds Requested, the Local Government may need to deliver this Agreement with a par amount that is greater or less than the Proceeds Requested. This Agreement will cease to be effective if at any time on or after the Sale Date it violates any Financing Parameter. Subject to the preceding sentence, the Local Government agrees to lease the Leased Property for a principal component of Rental Payments that provides to the fullest extent practicable, given VRA's Pricing Objective, a Lease Proceeds Amount at least equal to the Proceeds Requested, all in accordance with the Local Authorization. The Local Government acknowledges that the Lease Proceeds Amount will be less than the Proceeds Requested if any Financing Parameter prevents VRA from generating a Lease Proceeds Amount substantially equal to the Proceeds Requested, based upon VRA's Pricing Objective.

**Section .2 Issuance Expenses.** VRA shall pay, or cause to be paid, from the proceeds of the Related Series of VRA Bonds all expenses incident to the performance of VRA's obligations under and the fulfillment of the conditions imposed by this Agreement in connection with the issuance, sale and delivery of the Related Series of VRA Bonds and the purchase of this Agreement on the Closing Date, including, but not limited to: (i) the cost, if any, of preparing and delivering the Related Series of VRA Bonds; (ii) the cost of preparing, printing and delivering the Preliminary Official Statement and the Official Statement for the Related Series of VRA Bonds and any amendment or supplement thereto; (iii) the fees and expenses of the financial advisor(s) and bond counsel to VRA; and (iv) all other costs and expenses incurred by VRA. The Local Government shall pay all expenses of the Local Government incident to the issuance, sale and delivery of this Agreement, including, but not limited to the fees and

disbursements of the financial advisor, counsel and bond counsel to the Local Government from the Lease Proceeds Amount or other funds of the Local Government.

**Section .3** **Schedule 1.1.** Prior to the Closing Date, VRA shall complete Schedule 1.1, which shall set forth, among other things, the principal amount, interest rates, payment schedule of the Rental Payments and the Lease Proceeds Amount with respect to this Agreement and the principal amount of the Related Series of VRA Bonds on or after the Sale Date. VRA shall deliver the completed Schedule 1.1 to the Local Government and shall attach Schedule 1.1 to this Agreement. Upon delivery to the Local Government, the completed Schedule 1.1 shall become a part of this Agreement the same as if it were a part hereof on the Effective Date.

**Section .4** **Conditions Precedent.** VRA shall not be required to cause the Trustee to deposit the Lease Proceeds Amount into the Local Account unless:

(a) VRA has received the following, all in form and substance satisfactory to VRA:

(1) Certified copies of the Local Authorization and all other ordinances and resolutions of the Local Government relating to the Local Lease Documents, if any.

(2) A certificate of the appropriate officials of the Local Government dated the Closing Date as to the matters set forth in Section 2.2, including appropriate certifications regarding the Local Lease Documents, and such other matters as VRA may reasonably require.

(3) Evidence that the Local Government has performed and satisfied all of the terms and conditions contained in this Agreement to be performed and satisfied by it as of such date.

(4) An opinion of counsel to the Local Government in substantially the form attached as Exhibit F.

(5) An opinion of bond counsel to the Local Government in form and substance reasonably satisfactory to VRA.

(6) Evidence that the Local Government has complied with the insurance provisions set forth in Section 8.1 and Section 8.2.

(7) Original executed counterparts of the Prime Lease and the Local Tax Document.

(8) A Phase I environmental report on the Real Estate or an environmental questionnaire, in form and substance reasonably satisfactory to VRA, as applicable.

(9) A certificate of the Consulting Engineer giving the Consulting Engineer's estimate of the construction portion of the total Project Costs to be financed

with the proceeds of this Agreement, which estimate must be in an amount and otherwise compatible with the financing plan described in the Project Budget.

(10) A certificate of a Consulting Engineer (i) to the effect that the Lease Proceeds Amount and funds available from the other sources specified in the Project Budget will be sufficient to pay all of the estimated Project Costs and (ii) specifying the date the Local Government is expected to complete the Project.

(11) A certificate of the Consulting Engineer to the effect that (i) all governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project required to have been obtained as of the Closing Date have been obtained and (ii) the Consulting Engineer knows of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations and approvals for the undertaking of the Project cannot be obtained as required in the future.

(12) Evidence that the Local Government is in compliance with the construction contract provisions set forth in Section 7.9 with respect to any existing contracts as of the Closing Date.

(13) Such other documentation, certificates and opinions as VRA may reasonably require as set forth in Schedule 1.1.

(b) The initial purchasers of the Related Series of VRA Bonds have paid in full and VRA has accepted the purchase price for the Related Series of VRA Bonds on the Closing Date. It is understood that the sole source of funds to pay the Lease Proceeds Amount is the proceeds of the Related Series of VRA Bonds.

**Section .5 Lease to Local Government and Title to Real Estate.** In order to effectuate the purposes of this Agreement, the Local Government shall make, execute, acknowledge and deliver, or cause to be made, executed, acknowledged and delivered, all contracts, deeds and other agreements in the name of the Local Government and, in general, to do or cause to be done all such other things as may be requisite or proper for the undertaking and completion of the Project, the lease of the Leased Property to VRA pursuant to the Prime Lease and the fulfillment of the obligations of the Local Government under this Agreement.

(a) As of and on the Closing Date, VRA shall lease to the Local Government and the Local Government shall rent back from VRA the Leased Property, and the Local Government agrees to pay the Rental Payments set forth in Section 6.1, all on the terms and conditions set forth in this Agreement. From and after the Closing Date, the Local Government shall be entitled to possession of the Leased Property, and the Local Government shall retain possession of the Leased Property as long as there shall not have occurred an Event of Default or an Event of Non-Appropriation.

(b) During the term of this Agreement, title to the Leased Property shall be deemed to be in the Local Government, subject to the rights of VRA under this Agreement. To secure all obligations of the Local Government hereunder, the Local Government hereby grants to VRA a security interest in and to all of the Local Government's right, title and interest in and

to all personal property and fixtures constituting a portion of the Leased Property including substitutions and replacements therefor, and all proceeds (cash and otherwise), including the proceeds of insurance. The Local Government agrees that with respect to such property VRA shall have all the rights and remedies of a secured party under the Virginia Uniform Commercial Code.

(c) This Agreement is intended as security for VRA and the Trustee. For purposes of laws governing taxation, title to the Leased Property will be deemed to be in the Local Government at all times, subject to VRA's right to possession upon the occurrence of an Event of Default or an Event of Non-Appropriation. The Local Government acknowledges that on the Closing Date VRA will grant to the Trustee a leasehold interest in the Leased Property pursuant to the Deed of Trust. The Local Government and VRA agree that portions of the Real Estate may be released upon delivery of an amendment to this Agreement pursuant to Section 4.5.

**Section .6 Lease Term.** The term of this Lease shall commence on the Closing Date and shall continue until the earlier of (i) October 1, 2031 (provided that all of the Rental Payments specified in Schedule 1.1 have been paid in full) or (ii) the date on which redemption, prepayment or refunding of the Local Government's obligations hereunder is made pursuant to Section 6.2.

**Section .7 Transfer Upon Termination.** After all payments have been made pursuant to Section 6.1 or prepayment has been made pursuant to Section 6.2, the Local Government shall be deemed to have acquired all of VRA's right, title and interest in the Leased Property and the Prime Lease. In such event, and upon request, VRA will execute and deliver to the Local Government an appropriate instrument assigning, transferring and conveying to the Local Government all of VRA's right, title and interest in the Prime Lease and the Real Estate and the Improvements free from any lien, encumbrance or security interest except such as may be created or permitted by the Local Government, but without other warranties, and shall enter into an appropriate instrument terminating this Agreement.

**Section .8 Disclaimer of Warranty.** The Project is being undertaken at the Local Government's request and by the Local Government. VRA MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR FITNESS OF THE PROJECT OR OF THE LEASED PROPERTY FOR THE LOCAL GOVERNMENT'S PURPOSES.

**Section .9 Obligations of the Local Government Unconditional.** Except as otherwise provided in this Agreement, including without limitation Section 3.10, the Local Government's obligation to make all payments pursuant to this Agreement and to observe and perform all other covenants, conditions and agreements under the Leases is absolute and unconditional, irrespective of any rights of setoff, recoupment or counterclaim the Local Government otherwise might have against VRA, and the Local Government shall not suspend or discontinue any such payments or fail to observe and perform any of its other covenants, conditions and agreements under the Leases.

**Section .10 Appropriation of Rental Payments and other Payments by Local Government.** The Local Government reasonably believes that sufficient funds can be obtained to make all payments required under the term of this Agreement. While recognizing that it is not empowered to make any binding commitment beyond the current Fiscal Year, the Local Government hereby states that it is its current intention to make sufficient annual appropriations during the term of this Agreement to make such payments. Notwithstanding anything in this Agreement to the contrary, the Local Government's obligations to pay the cost of performing its obligations under this Agreement, including, without limitation, its obligations to make Rental Payments and all other payments required under this Agreement, shall be subject to and dependent upon annual appropriations being made from time to time by the governing body of the Local Government and, subsequently by the Local Government, for such purpose. The Local Government hereby directs the Local Representative and the officer charged with the responsibility for preparing the Local Government's budget to include in the budget for each Fiscal Year during which this Agreement is in effect a request that the Local Government appropriate in the Fiscal Year the amount of the Rental Payments and all amounts required to be paid under this Agreement during such Fiscal Year.

**Section .11 No Assignment.** Except as permitted herein or contemplated by the Leases, the Local Government shall not assign this Agreement or any interest herein, without the prior written consent of VRA.

**Section .12 Net Lease.** This Agreement is intended to be a net lease to VRA. The Local Government shall comply with and pay or cause to be paid the cost of all repairs, replacements and renewals, the cost of insurance, all utility and other charges and all taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Leased Property. If the Local Government fails to pay or cause to be paid such costs, charges or taxes when due, VRA, after giving the Local Government notice and a reasonable opportunity to cure, shall have the right, but shall not be obligated, to pay the same. If VRA pays any such costs, charges or taxes for which the Local Government is responsible or liable under this Agreement, VRA shall be entitled to be reimbursed promptly therefor by the Local Government in accordance with the provisions of Section 11.8 hereof.

#### **ARTICLE IV USE OF LEASE PROCEEDS**

**Section .1 Deposit of Lease Proceeds Amount; Investment of Amounts in Local Account.** On the Closing Date, VRA shall cause the Trustee to deposit the Lease Proceeds Amount into the Local Account and to apply the Lease Proceeds Amount and the earnings thereon as set forth in the Related Supplemental Series Indenture, this Agreement and the Local Tax Document.

(a) The Local Government acknowledges and consents to the investment of the Lease Proceeds Amount and the earnings thereon in Virginia SNAP.

**Section .2 Agreement to Accomplish Project.** The Local Government shall cause the Project to be acquired, constructed, expanded, renovated, equipped or financed as described in Exhibit B and in accordance with the Project Budget, this Agreement, the Local Tax

Document and the plans, specifications and designs prepared by the Consulting Engineer and approved by the Local Government. The Local Government shall complete, or cause to be completed, the Project by the date set forth in the certificate delivered under Section 3.4(a)(10). The Local Government shall obtain the approval of all applicable regulatory agencies to all plans, specifications and designs for the Project. The Local Government shall maintain complete and accurate books and records of the Project Costs and permit VRA or the Trustee through their representatives to inspect such books and records at any reasonable time.

(a) Upon completion of the Project, the Local Government shall promptly deliver to VRA and the Trustee a certificate signed by a Local Representative stating (i) that the Project has been completed substantially in accordance with this Article and in substantial compliance with all material applicable laws, ordinances, rules and regulations, (ii) the date of such completion and (iii) that all certificates of occupancy or other material permits then necessary for the use, occupancy and operation of the Related Financed Property have been issued or obtained. Such certificate shall be accompanied by a copy of the final requisition submitted to the Trustee pursuant to Section 4.3, including Schedule 1 thereto.

(b) If upon completion of the Project and payment of all related costs of issuance, there is a balance remaining in the Local Account, the Trustee shall apply any remaining balance at the direction of the Local Government to pay the interest component of the Rental Payments or in such other manner that is permitted under the Act and will not, in the opinion of a nationally-recognized bond counsel delivered to VRA and the Trustee, have an adverse effect on the tax status of the Related Series of VRA Bonds.

**Section .3 Disbursement of Lease Proceeds and Earnings.** Except as provided in Section 4.2(c), the Local Government shall apply the amounts in the Local Account solely and exclusively to the payment or reimbursement of the Local Government for the Project Costs. Not more frequently than once per calendar month, the Trustee shall disburse amounts from the Local Account to the Local Government or as directed by the Local Government upon the Trustee's receipt of the following:

(a) A requisition (upon which the Trustee and VRA shall be entitled to rely) signed by a Local Representative and containing all information called for by, and otherwise being in the form of, Exhibit D (including the Schedules thereto).

(b) Receipts, vouchers, statements, bills of sale or other evidence of payment of the related Project Costs.

(c) If any requisition includes an item for payment for labor or to contractors, builders or materialmen:

(1) a certificate, signed by a Local Representative, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project; and

(2) a certificate, signed by a Local Representative (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that no notice of any lien, right to lien or attachment upon, or claim affecting

the right to receive payment of, any of the money payable under the requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the requisition.

(d) If any requisition includes an item for payment of the cost of acquisition of any lands or easements, or any rights or interests in or relating to lands, there shall also be attached to such requisition:

(1) a certificate, signed by a Local Representative, stating that such lands, easements, rights or interests are being acquired and are necessary or convenient for the construction of the Project; and

(2) a certificate, signed by a Local Representative (that may rely on representations of counsel or a title insurance agency reasonably acceptable to VRA), stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of, the Project over and through the subject lands.

Following VRA's approval of each such requisition and accompanying invoice(s) and certificate(s), which approval will not unreasonably be withheld, the Trustee shall pay the requisition from the Local Account in accordance with the instructions in such requisition.

**The Local Government agrees that any amounts disbursed to it or for its account from the Local Account will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.**

**Section .4 No Sufficiency Warranty by VRA; Local Government Required to Complete Project.** VRA makes no warranty, either express or implied, that the Lease Proceeds Amount will be sufficient to pay all or any particular portion of the Project Costs. If the Lease Proceeds Amount is not sufficient to pay in full the cost of the Project, the Local Government shall complete the Project at its own expense, subject to appropriation, and shall not be entitled to any reimbursement therefor from VRA or any abatement, diminution or postponement of its payments under this Agreement.

**Section .5 Release of Portion(s) of Leased Property.**

(a) At any time following completion of the Project, the Local Government may request the release of a portion or portions of the Leased Property (the "Released Real Estate"), upon satisfaction of the following conditions:

(i) Receipt by VRA of a certificate signed by a Local Representative pursuant to Section 4.2 (b).

(ii) Receipt by VRA of a final requisition submitted to the Trustee pursuant to Section 4.3.

(iii) Receipt by VRA of evidence reasonably satisfactory to VRA that, following such release, the assessed or insured value of the portion or portions of the Leased Property that will remain subject to the Deed of Trust (the "Remaining Real Estate") equals or exceeds 75% of the outstanding principal components of the Rental Payments.

(iv) Evidence that the Remaining Real Estate has been subdivided or is identifiable in a manner reasonably satisfactory to VRA.

(v) Evidence reasonably satisfactory to VRA that the Remaining Real Estate and the related Improvements comply with the covenants related to the Leased Property set forth in this Agreement.

(b) In the event a portion or portions of the Real Estate and the related Improvements are released as provided in this Section 4.5, the Local Government shall deliver an executed counterpart to an amendment to the Leases, substantially in the form as Exhibit I, which provides for the release of the Released Real Estate and identifies the Remaining Real Estate.

(c) The Local Government agrees and acknowledges the release provided for in this Section 4.5 shall be limited to one such release and consent to such release shall be granted at the sole discretion of VRA, which consent shall not be unreasonably delayed or withheld.

## **ARTICLE V NON-APPROPRIATION**

**Section .1 Non-Appropriation; Termination of Financing Lease.** If, as a result of the failure of the Local Government to appropriate moneys for such purposes (an "Event of Non-Appropriation"), the Local Government is unable to pay when due the Rental Payments and other payments to be paid under this Agreement, VRA shall have the right to terminate this Agreement upon 30 days' written notice of the exercise of its rights pursuant to this Section, which notice shall specify the effective date for such termination; provided that such termination shall be effective not later than the date through which rent has been paid in accordance with the terms hereof.

**Section .2 Remedies of VRA.** If, as a result of an Event of Non-Appropriation, the Local Government is unable to pay when due the Rental Payments and other payments to be paid under this Agreement, VRA, with or without terminating this Agreement, may exclude the Local Government from possession of any of the Leased Property and may sell its interest in, or lease or sublease any of the Leased Property in the manner provided for by Section 10.2(b) hereof or take any and all actions available to it under Section 62.1-216.1 of the Act; provided, however, that in connection with any such sale of its interest in any of the Leased Property, or lease or sublease of any of the Leased Property, VRA shall require that such sale agreement, lease or sublease contain a provision providing that such purchaser, lessee or sublessee shall indemnify VRA and the Local Government for any liabilities arising during such party's use of such portion

of the Leased Property. The Local Government agrees to assist VRA in every reasonable way in re-letting or selling VRA's leasehold interest in the Leased Property pursuant to this Article V.

**Section .3 Reinstatement.** Notwithstanding any termination of this Agreement in accordance with the provisions of Section 6.2, unless (i) VRA shall have sold its interest in all or a portion of the Leased Property, or (ii) VRA shall have entered into a firm bilateral agreement providing for the re-letting of the Leased Property for a period of at least one year, if all overdue Rental Payments and all other sums payable under this Agreement and the other Local Lease Documents shall have been paid, this Agreement shall be fully reinstated, and the Local Government shall be restored to the use, occupancy and possession of the Leased Property.

## **ARTICLE VI PAYMENT AND REDEMPTION**

**Section .1 Payment of Rental Payments and Related Amounts.** Until all amounts payable under this Agreement have been paid in full, the Local Government shall pay, subject to Section 3.10 and Article V, to the Trustee or VRA, as applicable, the following amounts:

(1) to the Trustee, all amounts specified in Schedule 1.1 on such dates as provided in Schedule 1.1. The term "interest," as used in Schedule 1.1, shall include Supplemental Interest, when and if payable;

(2) to the Trustee, on VRA's demand, or to VRA, any amounts payable under the Local Tax Document, including without limitation the costs of any rebate calculation agent;

(3) to VRA, on its demand, a late payment penalty in an amount equal to 5.0% of any Rental Payment, or portion thereof, not paid within 10 days after its due date;

(4) to the Trustee, the Local Government's share (as determined by VRA) of the annual fees and expenses of the Trustee, less the Local Government's share of the net earnings on the Revenue Fund, Infrastructure Revenue Debt Service Fund and Moral Obligation Debt Service Fund established under the Master Indenture (as determined by VRA), and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them; and

(5) to VRA, to the extent permitted by law, the reasonable costs and expenses, including reasonable attorneys' fees, if any, incurred by VRA in connection with (i) an Event of Default, Event of Non-Appropriation or default by the Local Government under this Agreement, (ii) any amendment to or discretionary action that VRA undertakes at the request of the Local Government under this Agreement or any other document related to the Related Series of VRA Bonds or (iii) any claim lawsuit or other challenge to this Agreement or the VRA Bonds that arises, at least in part, out of the Local Government's authorization of the transaction contemplated by this

Agreement, and the Local Government shall pay such amounts no later than 15 days after VRA or the Trustee sends to the Local Government a written bill for them.

(d) If any failure of the Local Government to pay all or any portion of any Rental Payment results in a withdrawal from or a drawing on any VRA Reserve, the interest rates applicable to the Rental Payments shall be increased to interest rates sufficient to reimburse the VRA Reserve for any foregone investment earnings on the funds withdrawn therefrom and pay any interest, fees or penalties assessed as a result of the withdrawal from or drawing on the VRA Reserve. The increment of interest payable pursuant to the increase in rates shall be referred to as "Supplemental Interest." The Local Government's obligation to pay Supplemental Interest shall commence on the date of the withdrawal or drawing of funds from the VRA Reserve occasioned by the Local Government's failure to pay a required payment or portion thereof as described above (the "Supplemental Interest Commencement Date"). The Local Government's obligation to pay Supplemental Interest shall terminate on the date on which the Local Government makes all payments required but outstanding since the date of the initial failure to pay (the "Supplemental Interest Termination Date"). From the Supplemental Interest Commencement Date to the Supplemental Interest Termination Date, Supplemental Interest shall be due and payable on the regularly scheduled interest payment dates provided for in this Agreement. As soon as reasonably possible after the Supplemental Interest Commencement Date and before the next regularly scheduled interest payment date provided for in this Agreement, VRA shall deliver to the Local Government a certificate as to the increase in interest rates and the amount of Supplemental Interest. The certificate shall set forth in reasonable detail the basis for the increase in interest rates and the manner of calculation of the increase and the amount of Supplemental Interest. Such certificate shall be conclusive (absent manifest error) as to the interest rate increase and amount of Supplemental Interest set forth therein. In determining the interest rate increase and the amount of Supplemental Interest, VRA may use any reasonable averaging and attribution methods.

(e) The Local Government shall pay the amounts described above and make payments as scheduled under this Agreement despite any amount being withdrawn from or drawn on a VRA Reserve pursuant to the Master Indenture.

**Section .2 Defeasance and Redemption.** The Local Government shall not defease or redeem its obligations under this Agreement, except as provided in this Section 6.2.

(a) The Local Government shall satisfy the following conditions prior to the defeasance and redemption of its obligations under this Agreement:

(1) The Local Government shall provide to VRA not less than 60 days' prior written notice of the deposit of the funds described in (2), (3) and (4) below.

(2) The Local Government shall deposit with the Trustee an amount sufficient for VRA to establish an escrow of cash and non-callable, non-prepayable Government Obligations the principal of and interest on which will be sufficient (without reinvestment) to cause the defeasance under Article XII of the Master Indenture of the portion of the Related Portion of VRA Bonds corresponding to the

portion of this Agreement to be defeased or prepaid (the "Allocated Portion"). The defeasance of the Allocated Portion may be either to maturity or an earlier redemption date as determined by the Local Government.

(3) The Local Government shall deposit with VRA cash in an amount sufficient, as determined by VRA, to pay for a verification report required for the defeasance of the Allocated Portion under Article XII of the Master Indenture, any costs incurred by VRA in connection with the redemption, refunding and defeasance of the Allocated Portion, all amounts overdue or then due on this Agreement (including, without limitation, any Supplemental Interest) and all amounts overdue, due or to become due under Section 6.1(a) of this Agreement.

(4) The Local Government shall deposit with VRA cash in an amount equal to the present value of interest that would be paid on the principal of the Allocated Portion at a rate equal to 0.125%, payable semiannually, to the maturity dates of the Allocated Portion or, if earlier, the redemption date or dates of the Allocated Portion. Present value shall be determined by using a discount rate equal to the true interest cost of the Related Portion of VRA Bonds.

(b) VRA will determine which Related Portion of VRA Bonds will be designated as the Allocated Portion and the amounts to be deposited under subsection (b)(2) and (3) above using such reasonable allocation and estimation methods as may be selected by VRA, and VRA's determinations shall be conclusive (absent manifest error).

(c) The Local Government acknowledges that no funds in any VRA Reserve will be available to the Local Government for the defeasance or redemption of its obligations under this Agreement.

**Section .3 Payments and Rights Assigned.** The Local Government hereby consents to VRA's assignment to the Trustee of VRA's rights under this Agreement. The Local Government also hereby acknowledges and consents to the reservation by VRA of the right and license to enjoy and enforce VRA's rights under this Agreement so long as no Event of Default (as defined in the Master Indenture) with respect to the Related Series of VRA Bonds has occurred and is continuing. Even though VRA will be the lessor under this Agreement, the Local Government shall pay directly to the Trustee all amounts payable by the Local Government under this Agreement (except for those amounts specifically indicated as payable to VRA under Section 6.1 or Section 11.8, which the Local Government shall pay directly to VRA).

**Section .4 Obligations Absolute and Unconditional.** Subject to Section 3.10, the obligation of the Local Government to make the payments required by this Agreement shall be absolute and unconditional. The Local Government shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstance whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Local Government may have or assert against VRA, the Trustee or any other person.

**ARTICLE VII**  
**OPERATION AND USE OF THE LEASED PROPERTY AND THE RELATED**  
**FINANCED PROPERTY**

**Section .1**    **Maintenance.** At its own cost and expense the Local Government shall operate the Leased Property and the Related Financed Property in a proper, sound and economical manner in compliance with all legal requirements and shall maintain the Leased Property and the Related Financed Property in good repair and operating condition and from time to time shall make all necessary repairs, renewals and replacements.

**Section .2**    **Additions and Modifications.** At its own expense the Local Government from time to time may make any renewals, replacements, additions, modifications or improvements to the Leased Property or the Related Financed Property, or both, that the Local Government deems desirable, provided that any such renewal, replacement, addition, modification or improvement does not (i) materially reduce the value of the Leased Property or the Related Financed Property, or both, or (ii) negatively affect the structural or operational integrity of any part of the Leased Property or the Related Financed Property, or both. The Local Government shall ensure that all such renewals, replacements, additions, modifications or improvements comply with all applicable federal, state and local laws, rules, regulations, orders, permits, authorizations and requirements. All such renewals, replacements, additions, modifications or improvements shall become part of the Leased Property or the Related Financed Property, as applicable.

**Section .3**    **Permits.** The Local Government shall, at its sole cost and expense, obtain all permits, consents and approvals required by local, state or federal laws, ordinances, rules, regulations or requirements in connection with the acquisition, construction, equipping, occupation, operation or use of the Leased Property and the Related Financed Property. The Local Government shall, upon request, promptly furnish to VRA and the Trustee copies of all such permits, consents and approvals.

**Section .4**    **Use.** The Local Government shall comply with all lawful requirements of any governmental authority regarding the Leased Property and the Related Financed Property, whether now existing or subsequently enacted, whether foreseen or unforeseen or whether involving any change in governmental policy or requiring structural, operational or other changes to the Leased Property or the Related Financed Property, or both, irrespective of the cost of making the same.

**Section .5**    **Inspection and Local Government's Books and Records.** The Local Government shall permit VRA, the Trustee and their duly authorized representatives and agents such reasonable rights of access to the Leased Property and the Related Financed Property as may be necessary to determine whether the Local Government is in compliance with the requirements of this Agreement, and the Local Government shall permit such parties, at all reasonable times and upon reasonable prior notice to the Local Government, to examine and copy the Local Government's books and records that relate to the Leased Property and the Related Financed Property.

**Section .6 Ownership.** The Local Government shall not construct, reconstruct or install any part of the Related Financed Property on (i) lands other than those which the Local Government owns or can acquire title to or a perpetual easement over, in either case sufficient for the Local Government's purposes or (ii) lands in which the Local Government has acquired a right or interest less than a fee simple or perpetual easement, unless (1) such part of the Related Financed Property is lawfully located in a public street or highway or (2) the Local Government provides a written opinion of counsel or a report of a Local Representative, either of which in a form reasonably acceptable to VRA, that indicates that the lands and the Local Government's right or interest therein are sufficient for the Local Government's purposes.

**Section .7 Sale or Encumbrance.** No part of the Leased Property and no part of Related Financed Property shall be sold, exchanged, leased, mortgaged, encumbered or otherwise disposed of except (i) with the written consent of VRA or (ii) as provided in any one of the following subsections:

(a) The Local Government may grant easements, licenses or permits across, over or under parts of the Leased Property or the Related Financed Property, or both, for streets, roads and utilities as will not adversely affect the use of the Leased Property or the Related Financed Property, or both.

(b) The Local Government may sell or otherwise dispose of property constituting part of the Leased Property or the Related Financed Property, or both, if it uses the proceeds of such disposition and any other necessary funds to replace such property with property serving the same or a similar function.

(c) The Local Government may sell or otherwise dispose of property constituting part of the Leased Property or the Related Financed Property, or both, with a "book value" (as determined in accordance with generally accepted accounting principles) that, when combined with the aggregate "book value" of all of the other such property sold or otherwise disposed of under this subsection during the Fiscal Year in question, will not cause the aggregate "book value" of all of such property sold or otherwise disposed of under this subsection in such Fiscal Year to exceed \$125,000. The proceeds to be received from any such sale or disposition shall be applied first to cure any default that may exist in the payment of the principal of or interest on this Agreement.

**Section .8 Lawful Charges.** The Local Government shall pay when due all taxes, fees, assessments, levies and other governmental charges of any kind whatsoever (collectively, the "Governmental Charges") which are (i) assessed, levied or imposed against the Leased Property or the Related Financed Property, or both, or the Local Government's interest therein, or (ii) incurred in the operation, maintenance, use and occupancy of the Leased Property or the Related Financed Property, or both. The Local Government shall pay or cause to be discharged, or shall make adequate provision to pay or discharge, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon all or any part of the Leased Property or the Related Financed Property, or both, (collectively, the "Mechanics' Charges"). The Local Government, however, after giving VRA 10 days' notice of its intention to do so, at its own expense and in its own name, may contest in good faith any Governmental Charges or Mechanics' Charges. If such a contest occurs, the Local Government

may permit the same to remain unpaid during the period of the contest and any subsequent appeal unless, in VRA's reasonable opinion, such action may impair the lien on the Leased Property or the Related Financed Property, or both, granted by this Agreement, in which event, such Governmental Charges or Mechanics' Charges promptly shall be satisfied or secured by posting with the Trustee or an appropriate court a bond in form and amount satisfactory to VRA. Upon request, the Local Government shall furnish to VRA proof of payment of all Governmental Charges and Mechanics' Charges the Local Government is required to pay under this Agreement.

**Section .9 Construction Contractors.** The Local Government shall cause each general construction contractor employed in the accomplishment of the Project to furnish a performance bond and a payment bond each in an amount equal to 100% of the particular contract price. Such bonds must list the Local Government, VRA and the Trustee as beneficiaries. Neither VRA nor the Trustee shall make any claims or exercise any rights under such bonds unless and until an Event of Default occurs. The Local Government shall cause each contractor to maintain during the construction period covered by the particular construction contract builder's risk insurance, workmen's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Consulting Engineer.

**Section .10 Environmental Responsibilities.** As used in this Agreement, "Environmental Condition" means any adverse condition relating to surface water, ground water, drinking water supply, land, surface and subsurface strata or the ambient air, and includes, without limitation, air, land and water pollutants, noise, vibration, light, and odors, which may result in a claim of liability under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), or the Resource Conservation and Recovery Act ("RCRA"), or any claim of violation of the Clean Air Act, the Clean Water Act, the Toxic Substance Control Act ("TSCA"), or any claim of liability or of violation under any federal statute hereafter enacted dealing with the protection of the environment or with the health and safety of employees or members of the general public, or under any rule, regulation, permit or plan under any of the foregoing, or under any law, rule or regulation now or hereafter promulgated by the Commonwealth, or any political subdivision thereof, relating to such matters (collectively, "Environmental Laws").

(a) VRA shall, at all times during the term of this Agreement, comply with all Environmental Laws applicable to the Leased Property and shall not cause any Environmental Condition on or about the Leased Property.

(b) The Local Government shall, at all times during the term of this Agreement, comply with all Environmental Laws applicable to the Leased Property and shall not, in the use and occupancy of the Improvements, cause any Environmental Condition on or about the Leased Property.

## **ARTICLE VIII INSURANCE, DAMAGE AND DESTRUCTION**

**Section .1 Insurance.** The Local Government shall maintain or cause to be maintained insurance against the insurable portions of the Leased Property of the type

customarily insured against by public bodies operating municipal facilities, including, without limitation:

(a) Insurance in the amount of the full replacement cost of the municipal facilities' insurable portions against loss or damage by fire and lightning, with broad form extended coverage endorsements covering damage by windstorm, explosion, aircraft, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements (limited only as may be provided in the standard form of such endorsements at the time in use in Virginia). The determination of replacement cost shall be made, in conjunction with representatives of the Local Government, by a recognized appraiser or insurer selected by the Local Government and reasonably acceptable to VRA.

(b) Comprehensive general liability insurance with a combined single limit of \$1,000,000 per year against liability for bodily injury, including death resulting therefrom, and for damage to property, including loss of its use, arising out of the ownership, maintenance, operation or use of municipal facilities.

(c) Unless the Local Government qualifies as a self-insurer under Virginia law, worker's compensation insurance.

Neither VRA nor the Trustee shall have any responsibility or obligation with respect to (i) the procurement or maintenance of insurance or the amounts or the provisions with respect to policies of insurance or (ii) the application of the proceeds of insurance.

The Local Government shall provide annually to VRA a certificate or certificates of the respective insurers evidencing the fact that the insurance required by this Section is in force and effect.

**Section .2 Requirements of Policies.** The Local Government shall maintain all insurance required by Section 8.1 with generally recognized responsible insurance companies selected by the Local Government and reasonably acceptable to VRA. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other localities of like size and character to the Local Government. If the Local Government does not maintain such insurance with an insurer licensed to do business in Virginia or placed under the requirements of the Virginia Surplus Lines Insurance Law, Chapter 48, Title 38.2, Code of Virginia of 1950, as amended, or any successor statute, the Local Government shall provide evidence reasonably satisfactory to VRA that such insurance is enforceable under Virginia law.

(a) In lieu of obtaining any of the policies of insurance required by Section 8.1, the Local Government may adopt alternative risk management programs which it determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other units of local government or other institutions, to participate in programs of captive insurance companies, to participate with other units of local government or other institutions in mutual or other cooperative insurance or other risk management programs, to participate in state or federal insurance programs, to take advantage of state or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the Local

Government and that provide comparable coverages required by such sections. In addition, any insurance coverage pursuant to this Article may be pursuant to a program whereby the Local Government self-insures against certain losses up to a stated loss amount, and retains excess coverage from an insurer meeting the requirements of this Article.

(b) The Local Government shall not participate in any self-insurance plan or alternative risk management program with respect to the Improvements unless such self-insurance plan or alternative risk management program is a Qualified Self-Insurance Plan.

(c) In the event the Local Government is insured through a self-insurance program other than a pool, the Local Government agrees to (i) comply with such program unless a change therein is recommended by the Insurance Consultant, (ii) cause the Insurance Consultant to review any Qualified Self-Insurance Plan at least annually and to make written recommendations as to what funding levels are adequate to protect against the risks covered by the plan and (iii) follow the recommendations of such Insurance Consultant.

**Section .3 Notice of Damage, Destruction or Condemnation.** In case of (i) any damage to or destruction of any material part of the Leased Property, (ii) a taking of all or any part of the Leased Property or any right in it under the exercise of the power of eminent domain, (iii) any loss of the Leased Property because of failure of title or (iv) the commencement of any proceedings or negotiations which might result in such a taking or loss, the Local Government shall notify VRA in writing within ten Business Days of the occurrence describing generally the nature and extent of such damage, destruction, taking, loss, proceedings or negotiations.

**Section .4 Damage and Destruction.** If all or any part of the Leased Property is destroyed or damaged by fire or other casualty, and the Local Government shall not have exercised its option, if such option is available, to redeem the outstanding obligations under this Agreement pursuant to Section 6.2, the Local Government shall restore promptly the property damaged or destroyed to substantially the same condition as before such damage or destruction, with such alterations and additions as the Local Government may determine and which will not impair the capacity or character of the Leased Property for the purposes for which it then is being used or is intended to be used. The Local Government may apply so much as may be necessary of the net proceeds of insurance received on account of any such damage or destruction to payment of the cost of such restoration, either on completion or as the work progresses. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

**Section .5 Condemnation and Loss of Title.** If title to or the temporary use of all or any part of the Leased Property shall be taken under the exercise of the power of eminent domain or lost because of failure of title, and the Local Government shall not have exercised its option, if such option is available, to redeem its obligations under this Agreement pursuant to Section 6.2, the Local Government shall cause the net proceeds from any such condemnation award or from title insurance to be applied to the restoration of the Leased Property to substantially its condition before the exercise of such power of eminent domain or failure of title. If such net proceeds are not sufficient to pay in full the cost of such restoration, the Local Government shall pay so much of the cost as may be in excess of such net proceeds.

## **ARTICLE IX SPECIAL COVENANTS**

**Section .1 Tax Covenants.** The Local Government shall not directly or indirectly use or permit the use of any of the proceeds of this Agreement or any other of its funds, in such manner as would, or enter into, or allow any other person or entity to enter into, any arrangement, formal or informal, that would, or take or omit to take any other action that would, cause interest on any of the Related Series of VRA Bonds to be includable in gross income for federal income tax purposes or to become a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Insofar as the Local Tax Document imposes duties and responsibilities on the Local Government, including the payment of any arbitrage rebate in respect of the Related Series of VRA Bonds, as of the Closing Date they are specifically incorporated by reference into this Agreement. The Local Government also consents to the calculation of any "rebate amount" to be paid with respect to the Related Portion of VRA Bonds by a rebate calculation service selected by VRA.

**Section .2 Maintenance of Existence.** The Local Government shall maintain its existence as a political subdivision of the Commonwealth under Virginia law, and shall not dissolve or otherwise dispose of all or substantially all of its assets or consolidate or merge with or into another entity without VRA's prior written consent, which consent will not be unreasonably withheld.

**Section .3 Financial Records and Statements.** The Local Government shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. The Local Government shall have an annual audit of the financial condition of the Local Government made by an independent certified public accountant, within 180 days after the end of each Fiscal Year. The Local Government shall furnish to VRA, in an electronic format, a copy of such report immediately after it is accepted by the Local Government. Such report shall include statements in reasonable detail, certified by such accountant, reflecting the Local Government's financial position as of the end of such Fiscal Year and the results of the Local Government's operations and changes in the financial position thereof for the Fiscal Year.

**Section .4 Certification as to No Default and Tax Compliance.** The Local Government shall deliver to VRA, within 180 days after the close of each Fiscal Year, a certification in substantially the form attached as Exhibit G and signed by a Local Representative.

**Section .5 Further Assurances.** The Local Government shall, to the fullest extent permitted by law, pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights and collateral, if any, assigned or pledged by this Agreement, or as may be required to carry out the purposes of this Agreement. The Local Government shall at all times, to the fullest extent permitted by law, defend, preserve and protect the pledges made under this Agreement and all rights of VRA under this Agreement against all claims and demands of all persons, including without limitation the payment of certain costs of VRA as described in Section 6.1(a)(5).

**Section .6 Assignment by Local Government.** The Local Government shall not assign its rights and obligations under this Agreement, or both, without the prior written consent of VRA.

**Section .7 Continuing Disclosure.** For purposes of this Section 9.7, the following terms and phrases have the following meanings:

**"Annual Financial Information"** with respect to any Fiscal Year for the Local Government means the following:

(i) the financial statements (consisting of at least a balance sheet and a statement of revenues and expenses) of which financial statements must be (A) prepared annually in accordance with generally accepted accounting principles in effect from time to time consistently applied (provided that nothing in this clause (A) will prohibit the Local Government after the date of this Agreement from changing such other principles so as to comply with generally accepted accounting principles as then in effect or to comply with a change in applicable law) and (B) audited by an independent certified public accountant or firm of such accountants in accordance with generally accepted auditing standards as in effect from time to time (provided that if audited financial statements are not available for filing when required by this Section or the Rule (as defined herein), unaudited financial statements will be filed and audited financial statements will be filed as soon as possible thereafter); and

(ii) operating data of the type set forth in Exhibit E.

**"Dissemination Agent"** means any person, reasonably acceptable to VRA, whom the Local Government contracts in writing to perform its obligations as provided in subsection (j) of this Section.

**"Make Public"** or **"Made Public"** has the meaning set forth in subsection (c) of this Section.

**"Material Local Government"** means the Local Government if the aggregate outstanding principal amount of this Agreement and any other of the Local Government's obligations purchased with proceeds of the VRA Bonds represent 15% or more of the outstanding aggregate principal amount of the local obligations purchased with proceeds of the VRA Bonds.

**"Rule"** means Rule 15c2-12, as it may be amended from time to time, under the Securities Exchange Act of 1934 and any similar rules of the SEC relating to disclosure requirements in the offering and sale of municipal securities, all as in effect from time to time.

**"SEC"** means the U.S. Securities and Exchange Commission.

(a) The Local Government shall Make Public or cause to be Made Public:

(1) Within seven months after the end of the Local Government's Fiscal Year (commencing with the Fiscal Year in which the Closing Date occurs), Annual Financial Information for such Fiscal Year as of the end of which the Local Government constitutes a Material Local Government. Annual Financial Information may be set forth in the documents Made Public or may be included in a document Made Public by specific reference to any document available to the public on the internet website of the Municipal Securities Rulemaking Board ("MSRB") or filed with the SEC. If the document referred to is a final official statement, then it must be available from the MSRB.

(2) In a timely manner, notice of any failure by the Local Government to Make Public or cause to be Made Public Annual Financial Information pursuant to the terms of part (1) of this subsection.

(b) For purposes of this Section, information and notices shall be deemed to have been "Made Public" if transmitted to VRA, to the Trustee and to the MSRB in an electronic format as prescribed by the MSRB.

(c) The Local Government shall also notify VRA of the occurrence of any of the following events that may from time to time occur with respect to this Agreement, such notice to be given in a timely manner not in excess of five Business Days after the occurrence of the event:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on any credit enhancement maintained with respect to this Agreement reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 – TEB) or other notices or determinations with respect to this Agreement that could affect the tax status of the Related Series of VRA Bonds, or other events with respect to this Agreement that could affect the tax status of the Related Series of VRA Bonds;
- (7) modifications to rights of holders;
- (8) bond calls and tender offers;
- (9) defeasances;

(10) release, substitution, or sale of property securing repayment of this Agreement;

(11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the Local Government;

(13) the consummation of a merger, consolidation, or acquisition involving the Local Government or the sale of all or substantially all of the assets of the Local Government, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms;

(14) appointment of a successor or additional trustee for this Agreement, if any, or the change of name of a trustee; and

(15) the failure of the Local Government on or before the date required by this Agreement to provide Annual Financial Information to the persons and in the manner required by this Agreement.

(d) Additionally, upon request of VRA, the Local Government shall certify in writing that it has made all filings and disclosures under this Section or any similar undertaking pursuant to the Rule.

(e) Notwithstanding anything in this Agreement to the contrary, the Local Government need not comply with the provisions of subsections (a) through (d) above unless and until VRA has notified the Local Government that it satisfied the objective criteria for a Material Local Government as of the end of VRA's immediately preceding fiscal year.

(f) If the Local Government fails to comply with any covenant or obligation set forth in this Section, any holder (within the meaning of the Rule) of VRA Bonds then Outstanding may, by notice to the Local Government, proceed to protect and enforce its rights and the rights of the other holders by an action for specific performance of the Local Government's covenants or obligations set forth in this Section.

(1) Notwithstanding anything herein to the contrary, any failure of the Local Government to comply with any disclosure obligation specified in this Agreement (i) shall not be deemed to constitute an Event of Default under this Agreement and (ii) shall not give rise to any right or remedy other than that described in part (1) of this subsection.

(g) The Local Government may from time to time disclose certain information and data in addition to that required under this Section. Notwithstanding anything in this Agreement to the contrary, the Local Government shall not incur any obligation to continue to provide, or to update, such additional information or data.

(h) The Local Government may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligation to cause to be Made Public the information described in this Section, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. It is not necessary for purposes of this Article that the Dissemination Agent have any agency relationship with the Local Government for purposes of state law.

(i) All documents Made Public under this Section shall be accompanied by identifying information as prescribed by the MSRB.

**Section .8 Indebtedness.** The Local Government shall pay when due all amounts required by any indebtedness of the Local Government and perform all of its obligations in connection with all indebtedness of the Local Government.

**Section .9 Liability.** Subject to Subsection (b) below, VRA shall not be liable for any loss, damage, death or injury of any kind or character to persons or property, arising from any use of the Leased Property, or any part thereof, or caused by any defect in any building, structure or other improvement thereon or in any other facility thereof, or caused by or arising from any act or omission of the Local Government, or any of its agents, employees, sublessees, licensees or invitees, or by or from any accident on the Real Estate or any fire or other casualty thereon.

(a) Notwithstanding anything herein to the contrary, VRA shall be liable for its own negligence or willful misconduct or for any breach of any covenant, representation or warranty of VRA herein or in any other document or instrument executed and delivered in connection with this Agreement.

**Section .10 Litigation; Material Change.** The Local Government shall promptly notify VRA of (i) the existence and status of any litigation that the County Attorney determines is not reasonably certain to have a favorable outcome and which individually or in the aggregate could have a material adverse effect on the financial condition or operations of the Local Government or its ability to perform its payment and other obligations under this Agreement or (ii) any change in any material fact or circumstance represented or warranted in this Agreement.

## **ARTICLE X DEFAULTS AND REMEDIES**

**Section .1 Events of Default.** Each of the following events is an "Event of Default":

(a) The failure to pay any principal component of a Rental Payment in full when due (whether at maturity, redemption date, acceleration or otherwise).

(b) The failure to pay any interest component of a Rental Payment (including Supplemental Interest) when due.

(c) The failure to make any payment or deposit required by this Agreement (other than a Rental Payment) within 15 days after its due date.

(d) The Local Government's failure to perform or observe any of the other covenants, agreements or conditions of this Agreement and the continuation of such failure for a period of 60 days after written notice specifying such failure and requesting that it be cured is given to the Local Government by VRA, or, in the case of any such failure which cannot with diligence be cured within such 60-day period, the Local Government's failure to proceed promptly to commence to cure the failure and thereafter to prosecute the curing of the failure with diligence.

(e) Any warranty, representation or other statement by or on behalf of the Local Government contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement or in connection with the issuance and sale of this Agreement is false and misleading in any material respect.

(f) Any bankruptcy, insolvency or other similar proceeding shall be instituted by or against the Local Government under any federal or state bankruptcy or insolvency law now or hereinafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(g) An order or decree shall be entered, with the Local Government's consent or acquiescence, appointing a receiver or receivers of the Leased Property or any part of it, or if such order or decree, having been entered without the Local Government's consent or acquiescence, shall not be vacated or discharged or stayed on appeal within 60 days after its entry.

Notwithstanding anything to the contrary contained herein, the Local Government's failure to make any payment hereunder due to non-appropriation is not an Event of Default, but is an Event of Non-Appropriation governed by Article V.

**Section .2 Acceleration.** Upon the occurrence and continuation of an Event of Default, VRA may, by notice in writing delivered to the Local Government, declare the entire unpaid Rental Payments due and payable. Upon any such declaration, the Local Government shall immediately pay to the Trustee the entire unpaid Rental Payments and other sums owed hereunder, if any. VRA may in its discretion waive an Event of Default and its consequences and rescind any acceleration of the unpaid Rental Payments.

(a) Upon the occurrence and continuation of an Event of Default, VRA may reenter and take possession of the Leased Property, with or without terminating this Agreement, exclude the Local Government from possession and sell its leasehold interest in the Leased Property, or lease or sublease all or any portion of the Leased Property for the account of the Local Government, holding the Local Government liable for all Rental Payments and all other payments due up to the effective date of such selling, leasing or subleasing and for the difference between (i) the purchase price, rent or other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and (ii) the Rental Payments and other amounts payable by the Local Government hereunder.

**Section .3 Other Remedies.** Upon the occurrence and continuation of an Event of Default, VRA may proceed to protect and enforce its rights by mandamus or other action, suit or

proceeding at law or in equity for specific performance of any agreement contained in this Agreement. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to VRA under this Agreement or now or hereafter existing at law or in equity or by statute.

**Section .4 Delay and Waiver.** No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence in it, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any default or Event of Default under this Agreement shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent to it.

**Section .5 Non-Substitution.** The Local Government acknowledges and agrees that the non-appropriation provisions of Section 3.10 and Article V hereof are not intended (i) to be used for convenience termination or (ii) for the purpose of replacing any portion of the Leased Property with other substantially identical property. The Local Government, to the extent permitted by applicable law, agrees not to utilize such provisions for such purposes.

## **ARTICLE XI MISCELLANEOUS**

**Section .1 State Aid Intercept.** The Local Government acknowledges that VRA is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Act, including amendments thereto taking effect as of July 1, 2011, which in the event of a nonpayment thereunder authorizes VRA or the Trustee to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Act. In purchasing this Agreement, VRA is further relying on Section 62.1-216.1 of the Act, providing that if the Governor is satisfied that such nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the Local Government of all funds, or of any part of them, appropriated and payable by the Commonwealth to the Local Government for any and all purposes, and the Governor will, while the nonpayment continues, direct in writing the payment of all sums withheld by the Comptroller, or as much of them as is necessary, to VRA, so as to cure, or cure insofar as possible, such nonpayment.

**Section .2 Successors and Assigns.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**Section .3 Amendments.** VRA and the Local Government shall have the right to amend from time to time any of this Agreement's terms and conditions, provided that all amendments shall be in writing and shall be signed by or on behalf of VRA and the Local Government.

**Section .4 Limitation of Local Government's Liability.** In the absence of fraud or intentional misconduct, no present or future director, official, officer, employee or agent of the Local Government shall be liable personally to VRA in respect of this Agreement or for any

other action taken by such individual pursuant to or in connection with the financing provided for in this Agreement.

**Section .5 Applicable Law.** This Agreement shall be governed by Virginia law.

**Section .6 Severability.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of VRA and the Local Government, as the case may be, only to the extent permitted by law.

**Section .7 Notices.** Unless otherwise provided for herein, all demands, notices, approvals, consents, requests, opinions and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Local Government, at the address specified for notices on the signature page; (b) if to VRA, at 1111 East Main Street, Suite 1920, Richmond, Virginia 23219, Attention: Executive Director; or (c) if to the Trustee, at 1021 East Cary Street, 18<sup>th</sup> Floor, Richmond, Virginia 23219, Attention: Corporate Trust Department. A duplicate copy of each demand, notice, approval, consent, request, opinion or other communication given by any party named in this Section shall also be given to each of the other parties named. VRA, the Local Government and the Trustee may designate, by notice given hereunder, any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

**Section .8 Right to Cure Default.** If the Local Government fails to make any payment or to perform any act required by it under this Agreement, VRA or the Trustee, without prior notice to or demand upon the Local Government and without waiving or releasing any obligation or default, may (but shall be under no obligation to) make such payment or perform such act. All amounts so paid by VRA or the Trustee and all costs, fees and expenses so incurred shall be payable by the Local Government as an additional obligation under this Agreement, together with interest thereon at the rate of 15% per year until paid. The Local Government's obligation under this Section shall survive the payment of this Agreement.

**Section .9 Term of Agreement.** Except as provided in Section 3.6, this Agreement is effective as of the Effective Date. Except as otherwise specified, the Local Government's obligations under this Agreement and this Agreement shall expire upon payment in full of this Agreement and all other amounts payable by the Local Government under this Agreement.

**Section .10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

[Signature Pages Follow]







## **EXHIBIT A-1**

### **DESCRIPTION OF THE REAL ESTATE**

#### **County of Dinwiddie - Courthouse Tax Parcel No. 45-D-1-16**

ALL that certain tract of parcel of land, lying and being in the Rowanty District, Dinwiddie County, Virginia, being 12.794 acres of a 21 acre, more or less, tract of land, Tax Map No. 45D-1-16,

"AND BEING a part of the same property conveyed to B.T. Hargrave by deed from M. Virginia Hargrave, unmarried; Sallie H. Short and E.B. Short, her husband; Pattie H. Connelly and L.B. Connelly, Jr., her husband; Milton I. Hargrave and Virginia Dix Hargrave, his wife; Sue O. Hargrave, widow; Musa H. Butterworth and Karl Butterworth, her husband; Kathryn H. Kelly and John T. Kelly, Jr., her husband; Adelaide H. Easterly and J.S. Easterly, her husband; Cecil H. Rives and W.C. Rives, Jr., her husband; Mary G. Hargrave, unmarried; B.T. Hargrave and Virginia B. Hargrave, his wife; and Thomas E. Hargrave, unmarried; surviving heirs of John Hargrave, deceased. Said deed dated May 11, 1946 and recorded June 13, 1946 in Deed Book 73 at Page 554 in the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia.

By deed dated June 13, 1946, recorded June 17, 1946, in Deed Book 73, Page 564, B.T. Hargrave and Virginia Beck Hargrave, his wife, conveyed a ½ interest in the 21 acre parcel to Francis L. Orgain. The said Francis L. Orgain died March 21, 1947 testate, devising all his property to his widow, Dolly Dunnington Orgain. By Deed dated July 16, 1947, recorded July 21, 1947, in Deed Book 76, Page 230, the said Dolly Dunnington Orgain conveyed the said ½ interest back to the said B.T. Hargrave.

The said B.T. Hargrave, a/k/a B. Tucker Hargrave, died testate on October 22, 1952, and by his Will probated October 25, 1952, in Will Book 12, page 406, devised all his property to his wife, Virginia Beck Hargrave. Virginia Beck Hargrave died intestate on July 1, 1994; List of Heirs filed July 22, 1994 shows Mary B. Johnson, sister, and James E. Crinkley, Jr., nephew, as her sole heirs-at-law. James E. Crinkley, Jr. was qualified as administrator in Will Book 26, Page 275."

[Attach Plat]

**EXHIBIT A-2**

**DESCRIPTION OF THE REAL ESTATE**

**County of Dinwiddie – Galusha Home Site  
Tax Parcel No. 45D-1-14**

ALL of that certain tract, piece or parcel of land, with all buildings, privileges and appurtenances thereon and thereto belonging, lying, being and situate in Rowanty District, Dinwiddie County, Virginia, containing Nine and Seven One-Hundredths (9.07) acres, more or less, this said tract of land being sold and conveyed in gross and not by the acre, and bounded, now or formerly, on the North by the lands of B.T. Hargrave, on the East by the land of Kate G. Butterworth and State Road No. 627, on the South by U.S. Highway No. 1, and on the West by the lands of F.W. Beck and the Hargrave Estate; and being a part of the lands devised to Kate H. Galusha under the will of John W. Galusha, probated November 10, 1932, in Will Book 11, page 164, in the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia, and Known as the Old Galusha Home Site.

[Attach Plat]

## **EXHIBIT B**

### **DESCRIPTION OF THE PROJECT**

The financing of all or a portion of the costs (or the reimbursement the Local Government for the payment of such costs) of various capital improvements, including but not limited to the following, together with related costs of issuance: (a) the design, acquisition, construction, installation and equipping of a new county municipal facility and a new public safety building, (b) the renovation, rehabilitation and improvement of the existing Pamplin Administration Building and the existing public safety complex, (c) the demolition of two old buildings, (d) the construction of a new water system, and (e) the relocation of fiber optic lines.

**EXHIBIT C**

**PENDING OR THREATENED ACTIONS, SUITS, PROCEEDINGS, OR  
INVESTIGATIONS**

None.

**EXHIBIT D**

**FORM OF REQUISITION**

Requisition No.

Date:

U.S. Bank National Association, as Trustee  
Attention: Corporate Trust Department  
1021 East Cary Street  
18<sup>th</sup> Floor  
Richmond, Virginia 23219

Virginia Resources Authority  
1111 East Main Street  
Suite 1920  
Richmond, Virginia 23219  
Attention: Executive Director

This Requisition, including Schedule 1 and Schedule 2 hereto, is submitted in connection with the Local Lease Acquisition Agreement and Financing Lease dated as of July 20, 2016 (the "Financing Lease") between the Virginia Resources Authority and the County of Dinwiddie, Virginia (the "Local Government"). Unless otherwise defined in this Requisition, each capitalized term used herein has the meaning given it under Article I of the Financing Lease. The undersigned Local Representative hereby requests payment of the following amounts from the Local Account established for the Local Government in the 2016B Acquisition Fund established under the Thirty-Sixth Supplemental Series Indenture.

Payee (including electronic payment instructions if requesting electronic payment):

Address:

Amount to be Paid:

Purpose (in reasonable detail) for which obligations(s) to be paid were incurred:

Attached on Schedule 2 are the wire instructions for this requisition, and also attached hereto is an invoice (or invoices) relating to the items for which payment is requested.

The undersigned certifies that (i) the amounts requested by this Requisition will be applied in accordance with the Local Tax Document and solely and exclusively to the payment, or the reimbursement of the Local Government for its payment of Project Costs (ii) no notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the money payable under the Requisition to any of the persons, firms or corporations named in it has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of the Requisition, and (iii) this Requisition contains no items representing payment on account of any retained percentage entitled to be retained at this date.

If this Requisition includes payments for labor or to contractors, builders or materialmen, the attached Certificate of Local Representative must be completed. If this Requisition includes payments for any lands or easements, rights or interest in or relating to lands, the attached Certificate of Local Representative must be completed and there must be attached to this Requisition a certificate signed by a Local Representative stating that upon payment therefor the Local Government will have title in fee simple to, or easements, rights or interests sufficient for the purposes of the construction portion of the Project over or through, such lands.

**The Local Government has agreed in the Financing Lease that any amounts it receives pursuant to this Requisition will be (i) immediately applied to reimburse the Local Government for Project Costs it has already paid or (ii) actually spent to pay Project Costs not later than five banking days after receipt.**

---

Local Representative

SCHEDULE 1

Form to Accompany Requisition

Requisition # \_\_\_\_\_  
 Recipient: County of Dinwiddie, Virginia – VRA 2016B  
 Local Representative: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

<u>Cost Category</u>	<u>Total Project Cost</u>	<u>Previous Disbursements</u>	<u>Disbursement This Period</u>	<u>Disbursements to Date</u>	<u>Remaining Balance</u>
	\$	\$	\$	\$	\$
<b>TOTALS</b>	\$	\$	\$	\$	\$

SCHEDULE 2

Wire Instructions for Requisition

[To be provided by the Local Government]

**CERTIFICATE OF LOCAL REPRESENTATIVE**

The undersigned Local Representative for the Local Government hereby certifies that (i) insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the Project, and (ii) insofar as the amounts covered by the Requisition include payments for land or easements, rights or interests in or relating to lands, such lands, easements, rights or interests are being acquired and are necessary or convenient for the undertaking and completion of the Project.

Date: \_\_\_\_\_

\_\_\_\_\_ Local Representative

## **EXHIBIT E**

### **OPERATING DATA**

*Description of Local Government.* A description of the Local Government including a summary of its form of government and budgetary processes.

*Debt.* A description of the terms of the Local Government's outstanding tax-supported and revenue debt including a historical summary of such outstanding debt; a summary of authorized but unissued debt; a summary of legal debt margin (if any); a summary of overlapping debt; and a summary of annual debt service on outstanding debt as of the end of the preceding fiscal year. The annual disclosure should also include (to the extent not shown in the latest audited financial statements) a description of contingent obligations as well as pension plans administered by the Local Government and any unfunded pension liabilities.

*Financial Information and Operating Data.* Financial information and operating data respecting the Local Government including a description of revenues and expenditures for its major funds and a summary of its tax policy, structure and collections as of the end of the preceding fiscal year.

**EXHIBIT F**

**FORM OF OPINION OF COUNSEL TO THE LOCAL GOVERNMENT**

[Print on the Letterhead of Counsel for the Local Government]

August \_\_, 2016

Board of Supervisors  
County of Dinwiddie, Virginia

Virginia Resources Authority  
Richmond, Virginia

Hunton & Williams LLP  
Richmond, Virginia

**Local Lease Acquisition Agreement and Financing Lease  
dated as of July 20, 2016**

Ladies and Gentlemen:

I have acted as counsel to the County of Dinwiddie, Virginia (the "Local Government"), in connection with the execution and delivery of a Local Lease Acquisition Agreement and Financing Lease (the "Financing Lease") dated as of July 20, 2016, by and between the Local Government and the Virginia Resources Authority ("VRA"), the net proceeds of which will be applied to finance the Project (as defined in the Financing Lease) and in such capacity, I have examined, among other things, the following documents:

- (a) a certified copy of the Local Authorization (as defined in the Financing Lease), authorizing the execution and delivery of the Financing Lease to finance the Project;
- (b) a copy of the Financing Lease;
- (c) a copy of the Prime Lease (as defined in the Financing Lease); and
- (d) a copy of the Local Tax Document (as defined in the Financing Lease).

The documents referred to in clauses (b) through (d) above are referred to collectively as the "Local Lease Documents."

I have also examined such other records and proceedings of the Local Government and conducted such investigations as I deemed appropriate and necessary for purposes of this opinion. Unless otherwise defined, each capitalized term used in this opinion has the same meaning given to such term in the Financing Lease.

As to questions of fact material to the opinions and statements set forth herein, I have relied upon representations of the Local Government set forth in the Local Lease Documents and other certificates and representations by persons including representatives of the Local Government. Whenever an opinion or statement set forth herein with respect to the existence or absence of facts is qualified by the phrase "to the best of my knowledge" or a phrase of similar import, it is intended to indicate that during the course of my representation of the Local Government in connection with the Local Lease Documents no information has come to my attention that should give me current actual knowledge of the existence or absence of such facts. Except to the extent expressly set forth herein, I have not undertaken any independent investigation of the existence or absence of such facts, and no inference as to my knowledge or the existence or absence of such facts should be drawn from the fact of my representation or any other matter.

Based upon such examination and assuming the authorization, execution, delivery and enforceability of all documents by parties other than the Local Government, I am of the opinion that:

1. The Local Government is a duly created and validly existing political subdivision of the Commonwealth of Virginia and is vested with the rights and powers conferred upon it by Virginia law.

2. The Local Government has full right, power and authority to (i) adopt the Local Authorization and execute and deliver the Local Lease Documents and all related documents, (ii) undertake the Project, and (iii) carry out and consummate all of the transactions contemplated by the Local Authorization and the Local Lease Documents.

3. The Local Lease Documents were duly authorized by the Local Authorization, and the Financing Lease is in substantially the same form as presented to the Governing Body at its meeting at which the Local Authorization was adopted.

4. All governmental permits, licenses, registrations, certificates, authorizations and approvals required to have been obtained as of the date hereof have been obtained for (i) the Local Government's adoption of the Local Authorization, (ii) the execution and delivery of the Local Lease Documents, (iii) the Local Government's performance of its obligations under the Local Lease Documents, and (iv) to the best of my knowledge, the operation and use of the Related Financed Property. I know of no reason why any such required governmental permits, licenses, registrations, certificates, authorizations or approvals cannot be obtained as required in the future.

5. The Local Lease Documents have been executed and delivered by duly authorized officials of the Local Government and constitute legal, valid and binding obligations of the Local Government enforceable against the Local Government in accordance with their respective terms, subject to appropriation by the Local Government. The obligations of the Local Government under the Local Lease Documents, and the enforceability of such obligations, may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, (c) the exercise of sovereign police powers of the Commonwealth of

Virginia, and (d) rules of law which may limit the enforceability on public policy grounds of any obligations of indemnification undertaken by the Local Government.

6. The execution and delivery of the Local Lease Documents and the performance by the Local Government of its obligations thereunder are within the powers of the Local Government and will not conflict with, or constitute a breach or result in a violation of (i) any federal or Virginia constitutional or statutory provision, (ii) to the best of my knowledge, any agreement or other instrument to which the Local Government is a party or by which it is bound or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Local Government or its property.

7. The Local Government, to the best of my knowledge, is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under and subject to which any indebtedness for borrowed money has been incurred. To the best of my knowledge, no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including but not limited to the Financing Lease, which constitutes, or which, with notice or lapse of time, or both, would constitute an event of default thereunder.

8. The Local Government (i) to the best of my knowledge, is not in violation of any existing law, rule or regulation applicable to it in any way which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Lease Documents and (ii) is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Local Government is a party or by which it is bound or to which any of its assets is subject, which would have a material adverse effect on its financial condition or its ability to perform its obligations under the Local Lease Documents. The execution and delivery by the Local Government of the Local Lease Documents and the compliance with the terms and conditions thereof will not conflict with, result in a breach of or constitute a default under any of the foregoing.

9. Except as set forth in the Financing Lease, there are not pending nor, to the best of my knowledge, threatened against the Local Government any actions, suits, proceedings or investigations of a legal, equitable, regulatory, administrative or legislative nature (i) affecting the creation, organization or existence of the Local Government or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the approval, execution, delivery or performance of the Local Authorization or the Local Lease Documents, (iii) in any way contesting or affecting the validity or enforceability of the Local Authorization, the Local Lease Documents or any agreement or instrument relating to any of the foregoing, (iv) in which a judgment, order or resolution may have a material adverse effect on the Local Government or its business, assets, condition (financial or otherwise), operations or prospects or on its ability to perform its obligations under the Local Authorization, or the Local Lease Documents, or (v) affecting the undertaking of the Project.

Very truly yours,

## EXHIBIT G

### FORM OF CERTIFICATION AS TO NO DEFAULT AND TAX COMPLIANCE

[DATE]

[Insert Name]  
Compliance & Financial Analyst  
Virginia Resources Authority  
1111 East Main Street, Suite 1920  
Richmond, VA 23219

Dear [Mr./Ms.] \_\_\_\_\_:

In accordance with Section 9.4 of the Local Lease Acquisition Agreement and Financing Lease dated as of July 20, 2016 (the "Financing Lease") between Virginia Resources Authority and the County of Dinwiddie, Virginia (the "Local Government"), I hereby certify that, during the fiscal year that ended June 30, \_\_\_\_\_, and through the date of this letter:

1. [No event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would constitute, an Event of Default as defined in Section 10.1 of the Financing Lease.] [If an Event of Default has occurred, please specify the nature and period of such Event of Default and what action the Local Government has taken, is taking or proposes to take to rectify it].
2. [The ownership and status of all or a portion of the Related Financed Property has not changed since the Closing Date.] [If untrue, please describe.]
3. [Neither the Related Financed Property nor any portion thereof is being used by a Nongovernmental Person pursuant to a lease, an incentive payment contract or a take-or-pay or other output-type contract.] [If untrue, please describe.]
4. [Neither the Related Financed Property nor any portion or function thereof is being used pursuant to or is otherwise subject to a Service Contract that does not satisfy the requirements of Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 and IRS Notice 2014-67.] [If untrue, please describe.]
5. [Other than as may be described in paragraphs 2, 3 and 4 above, neither the Related Financed Property nor any portion or function thereof nor any portion of the Proceeds is being used for a Private Business Use.] [If untrue, please describe.]
6. [The Local Government has not used or permitted the use of any Proceeds of the Financing Lease directly or indirectly to make a loan to an ultimate borrower other than

itself within the meaning of Section 4.3 of the Local Tax Document.] [If untrue, please describe.]

7. [Other than any amounts described in the Local Tax Document (as defined in the Financing Lease), between VRA and the Local Government and amounts that may constitute or be on deposit in a Bona Fide Debt Service Fund, there neither have been nor are now any moneys, securities, obligations, annuity contracts, residential rental property, AMT Bonds, investment-type property, Sinking Funds, Pledged Funds, or other Replacement Proceeds accumulated or held or pledged as security by the Local Government or any other Substantial Beneficiary of the Financing Lease as security for or the direct or indirect source of the payment of the principal of or interest on the Financing Lease.] [If untrue, please describe.]
8. [The Local Government is in compliance with the recordkeeping requirements of Section 4.9 of the Local Tax Document.] [If untrue, please describe.]
9. [Other than as may be described above, the Local Government is not in default of any of its obligations under the Local Tax Document.] [If untrue, please describe.]
10. Unless otherwise defined herein, each capitalized term used herein has the meaning set forth in the Local Tax Document.

Sincerely,

[Insert Name]  
Local Representative

**EXHIBIT H**  
**DESCRIPTION OF SPECIAL USE ARRANGEMENTS**

[None.]

**EXHIBIT I**

**FORM OF AMENDMENT TO LEASE DOCUMENTS**

(See Attached)

## **SCHEDULE 1.1**

### **FINAL TERMS**

Principal Amount of Related Series of VRA  
Bonds

Principal Components of Rental Payments

Lease Proceeds Amount

The Lease Proceeds Amount was determined as follows: by adding to the par amount of the portion of the Related Series of VRA Bonds (\$\_\_\_\_\_), the Local Government's share of the net premium on the Related Series of VRA Bonds (\$\_\_\_\_\_ ) and by subtracting from the par amount of the Related Series of VRA Bonds the Local Government's share of VRA's Expenses set forth in Section 3.2 (\$\_\_\_\_\_ ) and the Local Government's share of the deposit on the Closing Date to a VRA Reserve (\$\_\_\_\_\_).

**ADDITIONAL CONDITIONS PRECEDENT TO ACQUISITION OF FINANCING  
LEASE:**

[None.]

**ADDITIONAL CONDITIONS PRECEDENT TO FIRST REQUISITION OF THE  
LEASE PROCEEDS AMOUNT:**

[None.]

## PROJECT BUDGET

### Sources

Par Amount

Premium

Estimated Earnings

---

Total Sources

---

---

### Uses

Construction

Design & Engineering

Local Costs of Issuance

VRA Costs of Issuance

Capital Reserve Fund - Partial Allocation

Underwriter's Discount

Contingency

---

Total Uses

---

---

**INTEREST RATES AND PAYMENT SCHEDULE FOR LOCAL BOND**

Prepared by:  
Arthur E. Anderson II  
McGuireWoods LLP  
Gateway Plaza  
800 East Canal Street  
Richmond, Virginia 23219

Tax Parcel Nos.: 45-D-1-16 and 45-D-1-14

## **PRIME LEASE**

### **THIS PRIME LEASE IS EXEMPT FROM RECORDING TAXES UNDER SECTION 58.1-811 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED**

This **PRIME LEASE** (as amended, modified, extended, restated or supplemented from time to time, this "Lease") is dated as of August 1, 2016, and is a deed of lease made between the COUNTY OF DINWIDDIE VIRGINIA, a political subdivision of the Commonwealth of Virginia (the "Local Government"), as lessor, and the VIRGINIA RESOURCES AUTHORITY, a public body corporate and a political subdivision of the Commonwealth of Virginia ("VRA"), as lessee.

### **RECITALS**

**A.** VRA desires to acquire, and the Local Government desires to lease to VRA, a leasehold interest in certain real estate described in Exhibits A-1 and A-2 (the "Real Estate") and the Improvements (as defined in the hereinafter defined Financing Lease) in order to assist the Local Government with financing the Project (as defined in the Financing Lease).

**B.** The Local Government is authorized pursuant to Section 15.2-1800 of the Code of Virginia of 1950, as amended (the "Code"), to lease the Real Estate and the Improvements (collectively, as more particularly described in the Financing Lease, the "Leased Property") to VRA.

**C.** VRA will lease the Leased Property back to the Local Government pursuant to a Local Lease Acquisition Agreement and Financing Lease dated as of July 20, 2016 (as amended, modified, extended, restated or supplemented from time to time, the "Financing Lease"), between the Local Government and VRA.

**NOW THEREFORE**, parties agree as follows:

1. Lease of Real Estate. The Local Government hereby demises and leases to VRA, and VRA hereby leases from the Local Government, the Leased Property, upon the terms and conditions hereinafter set forth.

2. Definitions. Each capitalized term used herein has the same meaning given to it in the Financing Lease, unless the context requires otherwise.

3. Term. The term of this Lease commences on the dated date of this Lease and ends on October 1, 2036, unless such term is sooner terminated or relinquished as hereinafter provided.

4. Rental. VRA shall pay to the Local Government rent hereunder in the amount of \$5.00. The Local Government hereby acknowledges receipt and sufficiency of the rental payment.

5. VRA's Use of the Leased Property. VRA shall use the Leased Property solely for the purpose of assisting the Local Government with the financing of the Project as well as for such purposes as may be incidental and necessary thereto, as provided in and subject to the terms of the Financing Lease.

6. Owner in Fee of Real Estate. The Local Government hereby represents and warrants that it is the owner in fee simple of the Leased Property.

7. Assignment and Sublease; Encumbrances.

(a) VRA shall not sell, mortgage, pledge, assign or encumber its rights under this Lease or sublet the Leased Property except in accordance with the terms of the Financing Lease.

(b) The Local Government agrees that, as long as any of the Rental Payments under the Financing Lease remain unpaid, except as specifically provided for herein or in the Financing Lease, the union of the interests of the Local Government and VRA shall not result in a merger of this Lease and the fee interest in the Real Estate.

8. Termination. Upon the Local Government's satisfaction of all of the Rental Payments under the Financing Lease, this Lease shall automatically be assigned to the Local Government and shall be terminated through merger of the leasehold interest with the fee simple interest. VRA shall, upon such assignment and termination or upon the expiration of the term hereunder surrender the Real Estate to the Local Government. Any Improvements and any personal property existing upon the Real Estate at the time of termination of this Lease shall remain thereon, and VRA shall have no interest therein, and such Improvements and personal property shall be free of any encumbrance imposed by VRA pursuant to or in connection with this Lease or the Financing Lease at the time of such termination. Upon request by the Local Government, VRA shall execute and deliver to the Local Government an appropriate instrument assigning, transferring and conveying to the Local Government all of VRA's right, title and interest in this Lease, the Leased Property free from any lien or security interest that was granted by VRA, but without other warranties, and shall enter into an appropriate instrument terminating this Lease.

9. Default. The Local Government acknowledges that upon an Event of Default VRA and the Trustee are each entitled to exercise any and all remedies available under the Financing Lease and the Indenture, including possession of any or all of the Leased Property for the remainder of the term of this Lease, subleasing any or all of the Leased Property or selling VRA's interest in any or all of Leased Property. Notwithstanding the foregoing, if VRA or its assigns or sublessees receive a payment for the sale of its interest or total rental payments from the sublease that are, after payment of related expenses, in excess of all amounts due under the Financing Lease applicable at the time of the occurrence or Event of Default or Event of Non-Appropriation, such excess shall be paid to the Local Government by VRA or its assigns or its sublessee.

The Local Government shall not exclude VRA or the Trustee, or both, from the Leased Property, take possession of the Leased Property (other than pursuant to the Financing Lease) or terminate this Lease prior to the expiration of its term for any reason.

10. Quiet Enjoyment. Subject to Section 12 hereof, VRA shall have, hold and enjoy peaceably and quietly all of the Leased Property.

11. Further Assurances. The Local Government shall, to the fullest extent permitted by law, pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights of VRA under this Lease, or as may be required to carry out the purposes of this Lease. The Local Government shall, to the fullest extent permitted by law, defend, preserve and protect all rights of VRA under this Lease against all claims and demands of all persons.

12. Leaseback to Local Government. Contemporaneously with the execution of this Lease, VRA and the Local Government shall deliver the executed Financing Lease whereby VRA will lease back to the Local Government, and the Local Government will lease from VRA, the Leased Property, in accordance with the terms thereof. Title to the Leased Property shall be deemed to remain in the Local Government at all times, subject to the leasehold interest of VRA.

13. Severability. If any clause, provision or section of this Lease is held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remaining clauses, provisions and sections, and this Lease shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. If any agreement or obligation contained in this Lease is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Local Government or VRA, as the case may be, only to the extent permitted by law.

14. Notices. All notices or other communications given under this Lease shall be delivered in accordance with the Financing Lease.

15. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

16. Successors. This Lease shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

17. Applicable Law. This Lease shall be governed by the applicable laws of the Commonwealth of Virginia.

18. Headings. The headings of the several sections of this Lease are inserted for convenience only and do not comprise a part of this Lease.

19. No Partnership. Nothing in this Lease shall be construed as making any party a partner or joint venturer with any other party.

20. Amendments. This Lease may not be amended except by written instrument signed by the parties hereto.

[Signature Pages Follow]





## **EXHIBIT A-1**

### **DESCRIPTION OF THE REAL ESTATE**

#### **County of Dinwiddie - Courthouse Tax Parcel No. 45-D-1-16**

ALL that certain tract of parcel of land, lying and being in the Rowanty District, Dinwiddie County, Virginia, being 12.794 acres of a 21 acre, more or less, tract of land, Tax Map No. 45D-1-16,

"AND BEING a part of the same property conveyed to B.T. Hargrave by deed from M. Virginia Hargrave, unmarried; Sallie H. Short and E.B. Short, her husband; Pattie H. Connelly and L.B. Connelly, Jr., her husband; Milton I. Hargrave and Virginia Dix Hargrave, his wife; Sue O. Hargrave, widow; Musa H. Butterworth and Karl Butterworth, her husband; Kathryn H. Kelly and John T. Kelly, Jr., her husband; Adelaide H. Easterly and J.S. Easterly, her husband; Cecil H. Rives and W.C. Rives, Jr., her husband; Mary G. Hargrave, unmarried; B.T. Hargrave and Virginia B. Hargrave, his wife; and Thomas E. Hargrave, unmarried; surviving heirs of John Hargrave, deceased. Said deed dated May 11, 1946 and recorded June 13, 1946 in Deed Book 73 at Page 554 in the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia.

By deed dated June 13, 1946, recorded June 17, 1946, in Deed Book 73, Page 564, B.T. Hargrave and Virginia Beck Hargrave, his wife, conveyed a ½ interest in the 21 acre parcel to Francis L. Orgain. The said Francis L. Orgain died March 21, 1947 testate, devising all his property to his widow, Dolly Dunnington Orgain. By Deed dated July 16, 1947, recorded July 21, 1947, in Deed Book 76, Page 230, the said Dolly Dunnington Orgain conveyed the said ½ interest back to the said B.T. Hargrave.

The said B.T. Hargrave, a/k/a B. Tucker Hargrave, died testate on October 22, 1952, and by his Will probated October 25, 1952, in Will Book 12, page 406, devised all his property to his wife, Virginia Beck Hargrave. Virginia Beck Hargrave died intestate on July 1, 1994; List of Heirs filed July 22, 1994 shows Mary B. Johnson, sister, and James E. Crinkley, Jr., nephew, as her sole heirs-at-law. James E. Crinkley, Jr. was qualified as administrator in Will Book 26, Page 275."

[Attach Plat]

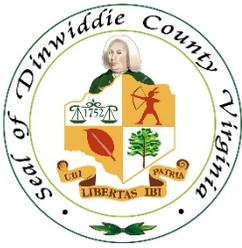
**EXHIBIT A-2**

**DESCRIPTION OF THE REAL ESTATE**

**County of Dinwiddie – Galusha Home Site  
Tax Parcel No. 45-D-1-14**

ALL of that certain tract, piece or parcel of land, with all buildings, privileges and appurtenances thereon and thereto belonging, lying, being and situate in Rowanty District, Dinwiddie County, Virginia, containing Nine and Seven One-Hundredths (9.07) acres, more or less, this said tract of land being sold and conveyed in gross and not by the acre, and bounded, now or formerly, on the North by the lands of B.T. Hargrave, on the East by the land of Kate G. Butterworth and State Road No. 627, on the South by U.S. Highway No. 1, and on the West by the lands of F.W. Beck and the Hargrave Estate; and being a part of the lands devised to Kate H. Galusha under the will of John W. Galusha, probated November 10, 1932, in Will Book 11, page 164, in the Clerk's Office of the Circuit Court of Dinwiddie County, Virginia, and Known as the Old Galusha Home Site.

[Attach Plat]



## Dinwiddie County Attorney's Office

PO Drawer 70, 14016 Boydton Plank Road  
Dinwiddie, Virginia 23841

Phone: (804) 469-4500  
Fax: (804) 469-4503

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**To:** Board of Supervisors

**From:** Jennifer C. Perkins, Treasurer  
W. Kevin Massengill, County Administrator  
Anne Howerton, Deputy County Administrator/Finance Director  
Tammie J. Collins, Deputy County Administrator  
Mark L. Bassett, Planning Director

**Date:** July 19, 2016

**Subject:** IPR Funds

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### BACKGROUND

At various times in the past, with probably the most significant amount of activity occurring around the year 2000 or earlier, the Commonwealth of Virginia, Department of Housing and Community Development (the "Department") sponsored improvements to homes in Dinwiddie County as part of the Indoor Plumbing Rehabilitation Program (the "IPR Program"). Deeds of Trust were placed on homes that received aid to guarantee that home owners would not turn around and sell the home, and home owners were required to pay back ten percent of the amount of the grant. These repayments were made to the County. The County is aware of two Deeds of Trust outstanding, and, at this point, the ten percent has been paid for both of those. The County has been asked to approve a Certificate of Satisfaction for one of these Deeds of Trust and it makes sense for the County to approve Certificates of Satisfaction for both trusts. One of the Deeds of Trust has actually been overpaid, and the County should return the overpayment to the home owner.

Jennifer C. Perkins, Treasurer, has requested that a beneficial use of the proceeds of the various Deeds of Trust (which, together with a small amount of additional money associated with CDBG totals approximately \$45,676.15<sup>1</sup>) be found. Ms. Perkins, Mr. Bassett, and myself met with the Community Outreach Group, Inc., which works to do housing improvements for low to moderate income persons. Staff proposed that after obtaining the blessing of the Board of Supervisors and the Department, the \$45,676.15 could be disbursed to the Community Outreach Group, Inc. Before the money is disbursed the County needs to make sure that a Program Income Plan is put into place.

County staff has had some preliminary conversations with the Department, but prior to taking any action, staff will want to ensure that the Department is not opposed to the actions taken. It is expected that the Department will be favorably disposed to these actions.

### PROPOSED ACTION

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<sup>1</sup> This figure subtracts out the amount of the overpayment on the one Deed of Trust.

Staff proposes that (i) the two Deeds of Trust be released with Certificates of Satisfaction, (ii) in the one case of overpayment, that the overpayment be returned to the beneficial use of the citizen, and (iii) staff be directed to work on a final Program Income Plan, which will have to be approved of by the Department. The goal would be to complete these actions within the next couple of months. Further Board of Supervisors approval of the final Program Income Plan and disbursement to Community Action Group, Inc. will be required.

## RESOLUTION

WHEREAS, at various times in the past, the Commonwealth of Virginia, Department of Housing and Community Development (the "Department") sponsored improvements to homes within the County in connection with the Indoor Plumbing Rehabilitation Program (the "IPR Program");

WHEREAS, as part of the IPR Program, the County of Dinwiddie, Virginia (the "County") entered into various Deeds of Trust, including, but not limited to, Deeds of Trust dated November 3, 1999 and October 11, 2000, and pursuant to the various Deeds of Trust, the County has received payments at various times since the execution of the Deeds of Trust;

WHEREAS, according to the records of the County Treasurer and as a result of receiving payments pursuant to the Deeds of Trust, the County has accounts totaling \$45,736.94 from the IPR Program;

WHEREAS, the Board of Supervisors (the "Board") of the County recognizes that the principal amounts expected to be paid under the November 3, 1999 and October 11, 2000 Deeds of Trust are \$6,951.60 and \$3,120, respectively (the "Payment Amounts" and each a "Payment Amount");

WHEREAS, according to the County Treasurer, the Payment Amount on all of the Deeds of Trust has been paid, and it is the desire of the Board of Supervisors (i) to release the Deeds of Trust, (ii) waive any late penalty or interest that may be imposed on any of the IPR Program beneficiaries, and (iii) allow any amounts that were overpaid beyond the Payment Amount on each of the Deeds of Trust shall be returned to the obligor under the Deed of Trust or used for such purposes as are agreed upon by the Treasurer of Dinwiddie County and the obligor under the Deed of Trust;

WHEREAS, the County has an account totaling \$1,529.88, which funds are associated with Community Development Block Grant money provided by the Department;

WHEREAS, overpayments on the Payment Amount for one of the Deeds of Trust totaled \$1,590.67 on June 8, 2016, according to the County Treasurer, and the Board is desirous that such \$1,590.67 and any other subsequent payment be returned to the obligor under the Deed of Trust or used for such purposes as are agreed upon by the Treasurer of Dinwiddie County and the obligor under the Deed of Trust; and

WHEREAS, the Board is desirous that funds associated with the Department in the amount of \$45,676.15, which are currently being held by the County, be disbursed to the Outreach Group, Inc. for use within the boundaries of the County;

BE IT THEREFORE RESOLVED that the County Administrator with the concurrence of the Treasurer be authorized to execute Certificates of Satisfaction for the Deeds of Trust dated November 3, 1999 and October 11, 2000.

BE IT FURTHER RESOLVED that the Board authorizes the aforementioned overpayment of \$1,590.67 and any other subsequent payment to be returned to the obligor under the aforementioned Deed of Trust or used for such purposes as are agreed upon by the Treasurer of Dinwiddie County and the obligor under the Deed of Trust.

BE IT FURTHER RESOLVED that County staff is directed to work with the Department and the Outreach Group, Inc. to develop an updated Program Income Plan with the goal for the Board to formally adopt a new Program Income Plan and authorize the disbursement of \$45,676.15 to the Outreach Group, Inc. at the August or September Board meeting.



# COUNTY OF DINWIDDIE

## Division of Fire & EMS

**DENNIS HALE**  
Chief

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

**NICK SHEFFIELD**  
Fire and EMS Coordinator

**DENICE M. CROWDER**  
Communications Manager

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

**CANDACE TOWNSEND**  
Program Support Specialist  
Privacy

Officer  
**DAWN TITMUS**  
EMS Manager

[www.dinwiddieva.us](http://www.dinwiddieva.us)

To: Dinwiddie County Board of Supervisors

From: Dawn Titmus, EMS Manager

Date: July 19, 2016

Subject: Contract Award for Medium Duty Type I Ambulance

### **BACKGROUND**

As part of the ongoing plan for replacing and upgrading our Fire & EMS apparatus, the Division of Fire & EMS is in the process of acquiring a Type I Medium Duty Ambulance, including a new cot retention system. This new retention system is a new state mandate that began in 2016. The unit will be stationed at various Fire & EMS stations and rotated through the EMS system as needed. The unit is a replacement of an existing ambulance that has reached end of service life. There may be some potential to repurpose the unit within another County department.

### **CONTRACT NEGOTIATIONS**

This unit has been acquired through cooperative procurement utilizing the Houston Galveston Area Council (HGAC) Cooperative Purchasing Program. HGAC is a government to government cooperative procurement program that has been in effect for more than 36 years. The goods and services that are available through HGAC have been through a competitive bid /proposal process. Dinwiddie County has been a member of HGAC since May of 2012 and has made other purchases through the program including two identical ambulances in 2013 and one in 2015.

### **LAST BOARD ACTION**

This project was approved by the Board of Supervisors as part of the FY 17 Capital Improvement Plan (CIP) with funding of \$240,000.00.

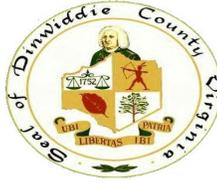
### **REQUESTED ACTION**

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, W. Kevin Massengill, to execute a contract for the purchase of a Type I Medium Duty Ambulance with Goodman Specialized Vehicles of Amelia, VA for an amount not to exceed \$236,986.20 in such form as he may approve; provided that such contract shall be approved as to form by the County Attorney.

*"To Excel in the Delivery of Emergency and Non-Emergency Services"*



# COUNTY OF DINWIDDIE

## Division of Fire and EMS

**DENNIS HALE**  
Chief

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

**NICK SHEFFIELD**  
Fire and EMS Coordinator

**DENICE M. CROWDER**  
Communications Manager

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

**CANDACE TOWNSEND**  
Program Support Specialist  
Privacy

Officer  
**DAWN TITMUS**  
EMS Manager

[www.dinwiddieva.us](http://www.dinwiddieva.us)

**TO: The Board of Supervisors**

**FROM: Nick Sheffield**

**DATE: July 19, 2016**

**SUBJ: Contract Award – Fire & EMS Vehicle**

### **BACKGROUND**

The FY 2017 capital improvement plan budget for Fire & EMS provides funding for the replacement of a light duty rescue unit, Squad 5. Squad 5 is the oldest vehicle of its kind in our fleet and is due to be replaced because of age and obsolescence.

### **CONTRACT NEGOTIATIONS**

We utilized a cooperative procurement contract from NJPA to purchase this vehicle from Hackney Emergency Vehicles. This vehicle will take approximately 6 months to receive from time of order. The total price attached to the contract will be \$176,884.

### **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 contract for a light duty rescue unit with Hackney Emergency Vehicles with any changes, substantive or otherwise as may be approved by the County Administrator.

## CONTRACT

### DINWIDDIE COUNTY LIGHT DUTY RESCUE TRUCK

The Agreement is made this 19th day of July 2016, by and between **VT Hackney, Inc.**, of 9112 W. 5<sup>th</sup> Street, Washington, North Carolina 27889 (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 a light duty rescue truck; and

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

**WHEREAS**, Contractor was selected to provide light duty rescue truck; and

**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) NJPA Contract #090512-VTH including any addenda, (3) Contractor’s quote dated June 29, 2016, and (4) Contractor’s Specifications and Drawings dated June 24, 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 begin construction within ten (10) calendar days of receipt of County’s Written Notice to Proceed, with all construction and delivery to be completed no later than 180 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-SIX THOUSAND EIGHT HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$176,884.00) (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	Ed Smith
County Administrator	VT Hackney, Inc.
P. O. Drawer 70	911 W. 5 <sup>th</sup> Street, P.O. Box 880
Dinwiddie, Virginia 23841	Washington, North Carolina 27889

(804) 469-4500  
accounting@dinwiddieva.us

(252) 975-8375  
esmith@vthackney.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, 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

VT Hackney, Inc.

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:**

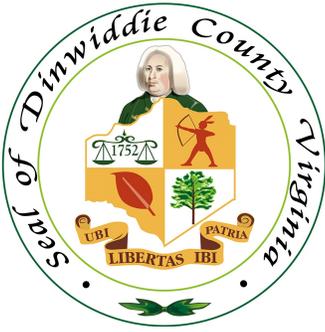
In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic 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 Administration Office

Deputy County Administrator,  
Finance & General Services

PO Drawer 70, 14016 Boydton Plank Road  
Dinwiddie, VA 23841

Phone: (804) 469-4500x2106

Fax: (804) 469-4503

E-Mail: [ahowerton@dinwiddieva.us](mailto:ahowerton@dinwiddieva.us)

### **MEMORANDUM**

TO: The Board of Supervisors

FROM: Anne Howerton

DATE: July 19, 2016

SUBJ: Waterworks Operator Contract Award

### **BACKGROUND**

Since 2011, water quality sampling of county and school wells as required by the Virginia Office of Drinking Water has been performed by a school maintenance employee. However, in June 2016, that employee retired, and the Schools elected not to fill the waterworks operator position, but rather to contract out the service.

### **CONTRACT NEGOTIATIONS**

An Invitation for Bid was released on June 16, 2016 with a mandatory pre-bid conference held on June 28, 2016. Three bids were received on July 12, 2016, with the lowest responsive, responsible bidder being P.D. & J. Envirocon from Windsor, Virginia. Although this contract covers both county and school well sampling, each entity will be billed separately per the attached bid form. Further details on this procurement can be found on the County website at [www.dinwiddieva.us](http://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 the attached contract with P.D. & J. Envirocon for waterworks operator services for a period of one year, with up to two optional annual renewals.

## CONTRACT

### DINWIDDIE COUNTY WATERWORKS OPERATOR

The Agreement is made this 9th day of August 2016, by and between **P. D. & J Envirocon**, of 15 Virginia Ave, Windsor, VA 23487 (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 a Waterworks Operator to manage County-owned water systems for Dinwiddie County Government and Dinwiddie County Schools; 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 as the County’s Waterworks Operator, 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 # 16-061616 including any addenda and (3) Contractor’s bids dated July 8, 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. **Term of Contract.** The term of this contract shall be for one (1) year with the option of renewals under the terms, conditions and unit pricing of the original contract for up to two (2) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with the original contract or negotiated at time of renewal.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract for the unit prices listed on the attached bid form (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:

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:

Maurice Bynum  
P. D. & J Envirocon  
15 Virginia Avenue  
Windsor, VA 23487  
(757) 241-0265  
bynummaurice@verizon.net

- 5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County’s requirements in the Invitation for Bids documents.
- 6. **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, 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

P. D. & J Envirocon

\_\_\_\_\_  
W. Kevin Massengill, County Administrator

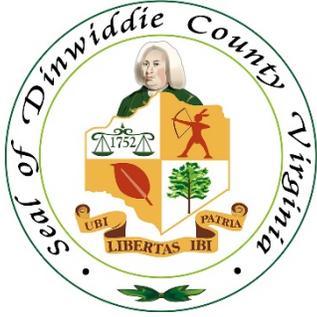
\_\_\_\_\_  
*Please print name/title below*

Dinwiddie County School Board:

Approved as to form:

\_\_\_\_\_  
W. David Clark, School Superintendent

\_\_\_\_\_  
Tyler Southall, County Attorney



## Dinwiddie County Administration Office

Deputy County Administrator,  
Finance & General Services

PO Drawer 70, 14016 Boydton Plank Road  
Dinwiddie, VA 23841

Phone: (804) 469-4500x2106

Fax: (804) 469-4503

E-Mail: [ahowerton@dinwiddieva.us](mailto:ahowerton@dinwiddieva.us)

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### **MEMORANDUM**

TO: The Board of Supervisors

FROM: Anne Howerton

DATE: July 19, 2016

SUBJ: Sheriff's Office Vehicles

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### **BACKGROUND**

The approved FY 2017 operating fund budget provides funding for the replacement of high mileage, high maintenance patrol vehicles, and this contract will be used to purchase five police interceptor sedans and/or utility vehicles for the Sheriff's Office.

### **CONTRACT NEGOTIATIONS**

We utilized a cooperative procurement contract from Bluefield VA Police Department to purchase the vehicles from Sheehy Ford of Richmond VA as their price per vehicle was better than the State contract for these vehicles.

### **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 contract for five Ford police vehicles with Sheehy Ford of Richmond with any changes, substantive or otherwise as may be approved by the County Administrator.

**CONTRACT**

**DINWIDDIE COUNTY**  
**FIVE (5) FORD POLICE INTERCEPTORS**

The Agreement is made this 19th day of July 2016, by and between **Sheehy Ford of Richmond**, of 10601 Midlothian Turnpike, Richmond, VA 23235 (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 five (5) Ford Police Interceptors; and

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

**WHEREAS**, Contractor was selected to provide Ford Police Interceptors; and

**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) Bluefield Virginia Police Department Contract # C091412 including all amendments and (3) Contractor’s quotes. 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. **Term of Contract.** The Contractor agrees to furnish vehicles within ninety (90) days of executed contract.
3. **Costs.** Contractor agrees to provide all five (5) vehicles pursuant to this Contract for a sum no greater than ONE HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED NINETY AND NO/100 DOLLARS (\$129,190.00) (the “Contract Price”). Individual vehicle prices are listed below. 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.

Description	Qty	Unit Price
2017 Police Interceptor Sedan	4	\$25,093.00
2017 Police Interceptor Utility	1	\$28,818.00

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                      Nick Crist

County Administrator  
P. O. Drawer 70  
Dinwiddie, Virginia 23841  
(804) 469-4500  
accounting@dinwiddieva.us

Sheehy Ford of Richmond  
10601 Midlothian Turnpike  
Richmond, VA 23235  
(804) 419-1381  
nickcrist@sheehy.com

5. **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.
  
6. **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, 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

Sheehy Ford of Richmond

\_\_\_\_\_  
W. Kevin Massengill, County Administrator

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

Constitutional Officer Approval:

\_\_\_\_\_  
Tyler Southall, County Attorney

\_\_\_\_\_  
D. T. Adams, Sheriff

**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

PO Drawer 70, 14016 Boydton Plank Road

Dinwiddie, Virginia 23841

Phone: (804) 469-4500

Fax: (804) 469-4503

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**To:** Board of Supervisors

**From:** W. Kevin Massengill, County Administrator  
Anne Howerton, Deputy County Administrator/Finance Director  
Tammie J. Collins, Deputy County Administrator  
Mark L. Bassett, Planning Director

**Date:** July 19, 2016

**Subject:** Airpark Drive

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### BACKGROUND

County staff has been in conversations with the Virginia Department of Transportation regarding the extension of Route 684, Airpark Drive. That is the road that goes by the Rohoic branch office of the Bank of McKenney toward the manned convenience site.

In order for the project to be undertaken, VDOT has informed the County that it has to acquire the right of way and easements for the extension of the road. The County would retain ownership of this property even after VDOT placed the road on the land.

### PROPOSED ACTION

Staff proposes the following resolution, which would authorize the County Administrator to accept a deed conveying the property interests set forth in the attached plat to the County so that VDOT can extend the road along said property. Staff has prepared the following resolution to assist.

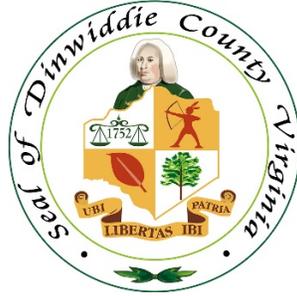
### RESOLUTION

BE IT RESOLVED that the County Administrator is hereby authorized to accept ownership of the 12' VDOT SLOPE & DRAINAGE EASEMENT, 16' DRAINAGE EASEMENT, and 60' COUNTY PUBLIC R/W shown on a plat entitled PLAT SHOWING A 60' RIGHT OF WAY DEDICATION, A 16' DRAINAGE EASEMENT & A 12' VDOT SLOPE & DRAINAGE EASEMENT LOCATED AT THE TERMINUS AND ON THE NORTH SIDE OF STATE ROUTE 684, AIRPARK DRIVE ROHOIC DISTRICT DINWIDDIE COUNTY, VIRGINIA, dated June 27, 2016, with such changes substantive or otherwise as he may approve to said plat.

BE IT FURTHER RESOLVED that pursuant to Virginia Code Section 15.2-1803, the County Administrator is authorized to execute a deed, accepting the foregoing conveyance to the County of Dinwiddie, Virginia in such form as the County Attorney shall approve.

BE IT FURTHER RESOLVED that the County Administrator and County Attorney are authorized to take any other actions in furtherance of the intent of this resolution.





**Resolution Requesting the Virginia Department of Transportation to repair and bring up to standard, Airpark Drive from the end of state maintenance to proposed cul-de-sac for a total of .21 miles.**

WHEREAS, this Board has determined that it is in the best interest of the County of Dinwiddie and its citizens to request the Virginia Department of Transportation to perform and administer any and all work associated with the acceptance of Airpark Drive into the Virginia Department of Transportation's Secondary Road Maintenance System and

WHEREAS, this Board has authorized \$150,000 be provided through an accounts receivable with the Virginia Department of Transportation to cover any and all costs associated with said work and

WHEREAS, the Virginia Department of Transportation with track expenditures and any unexpended funds will be returned to the County of Dinwiddie

NOW, THEREFORE, BE IT RESOLVED that the previously approved funding for improvements to Airpark Drive, be provided to the Virginia Department of Transportation under accounts receivable to cover all costs for the completion of said improvements as presented.



## **Resolution Stating the County's Position on the Proposed Route to Upgrade the Southside Electric Center Star Substation**

Whereas, Dinwiddie County Board of Supervisors recognizes the need for distribution of reliable electrical service to all of our citizens; and

Whereas, the Dinwiddie County Board of Supervisors values the positive working relationship forged with Southside Electric Cooperative over the past 77 years, and its Eastern District Office, located near the heart of Dinwiddie County, which serves as a visible reminder that Southside Electric Cooperative is a community-minded organization; and

Whereas, the Dinwiddie County Board of Supervisors recognizes the need for more reliable electrical distribution throughout the County, however, has concerns regarding the proposed route to upgrade the Center Star substation; and

Whereas, Dinwiddie County's rich history includes a unique significance to the Civil War in that the County is home to more named battles and skirmishes than any other locality in the nation; and

Whereas, Dinwiddie County has established professional relationships with the National Park Service and Civil War Preservation Trust and has worked diligently over the past several years to demarcate and promote the vast and diverse battlefields as a resource for historical interpretation, archaeological research, military history and tourism; and

Whereas, the proposed route to Center Star dissects sites of the Battle of Dinwiddie Courthouse and the Battle of White Oak Road, which are notably, two of the most significant battles fought on Dinwiddie soil; and

Whereas, high voltage power lines would greatly detract from the viewsheds and permanently alter these historical sites.

Therefore be it resolved, the Dinwiddie County Board of Supervisors respectfully requests that this Southside Electric Cooperative research, consider and adopt a route that will accommodate the electrical distribution needs of Southside Electric Cooperative and will preserve the integrity of our historic viewsheds.

Therefore be it further resolved, the Dinwiddie County Board of Supervisors requests that this resolution be shared with our Federal and State elected officials, as well as the Southside Electric Cooperative Board of Directors, the National Parks Service, Civil War Preservation Trust and the citizens of Dinwiddie County.



## **Dinwiddie County Planning Department**

14016 Boydton Plank Road - Drawer 70

Dinwiddie, VA 23841

Phone: (804) 469-4500

Fax: (804) 469-5322

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### **MEMORANDUM**

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

**From: Mark Bassett, Planning Director**

**Date: July 5, 2016**

**Subject: July 19 Board of Supervisors Public Hearing for Rezoning, P-16-5**

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Please find the attached Planning Commission meeting summary materials for rezoning application, P-16-5. The applicant, Roslyn Farm Corporation, is requesting to rezone with proffers property containing approximately 5.50 +/- acres from M-2, Industrial General, to B-2, Business General with proffers. The subject property is located on the north side of Hofheimer Way (Route 775) approximately 300 feet east of the Route 1 and Hofheimer Way intersection. After the Planning Commission heard the rezoning request at their June 8 meeting, the Planning Commission unanimously recommended approval with proffers of the rezoning request to the Board of Supervisors by a vote of 6-0.

# **Planning Commission Meeting Report**

File #: P-16-5  
Applicant: Roslyn Farm Corporation  
Rezoning Request: Rezone from M-2, Industrial General, to B-2, Business General, with Proffers  
Property Location: North side of Hofheimer Way (Route 775) approximately 300 feet east of the Route 1 and Hofheimer Way intersection  
Tax Map Parcel Info: Portion of 21-7-5  
Property Size: Approximately 5.50 +/- acres  
Magisterial District: Rohoic District  
Planning Commission Mtg.: June 8, 2016  
Board of Supervisors Mtg.: July 19, 2016

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## **CASE OVERVIEW**

The applicant, Roslyn Farm Corporation, is requesting to rezone with proffers property containing approximately 5.50 +/- acres from M-2, Industrial General, to B-2, Business General. The B-2, Business General, zoning classification allows for certain commercial uses pursuant to the Zoning Ordinance allowed density. The property is located on the north side of Hofheimer Way (Route 775) approximately 300 feet east of the Route 1 and Hofheimer Way intersection, and is further defined as a portion of Tax Map Parcel No. 21-7-5. As indicated in the Dinwiddie County Comprehensive Land Use Plan, the subject property is located within the Urban Area, which allows limited commercial uses for this general area.

## **ATTACHMENTS**

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

## **LAND USE/ZONING ANALYSIS**

The properties in the immediate area surrounding the subject property include commercial land uses to the west and north along Route 1 and at both southern quadrants at the intersection of Hofheimer Way and Route 1, which property is zoned business/commercial. The portion of property located at the southeastern quadrant of the Hofheimer Way and Route 1 intersection is under site plan review by the Dinwiddie County Land development Committee (LDC) for a retail development. Northeast of the subject property is the Agri-Nutrients fertilizer plant, which is zoned industrial, and to the east is the driveway/entrance to the aforementioned fertilizer production facility and beyond that is vacant/open space property zoned industrial. To the south of the subject property across Hofheimer way is vacant/open space property zoned industrial, which is additional property owned by the applicant. The requested zoning, B-2, Business General, acts as a transitional Zoning District as the uses and zoning in the area transition from commercial uses to the existing industrial uses in this general area along Hofheimer Way.

In addition to the Zoning Ordinance requirements for development in the B-2 Business General, Zoning District, the applicant has proffered to limit the uses on the subject property to general retail and office uses, and hotels and motels; to limit the architectural materials used in constructing the building(s) on the property to the exterior finish of any building(s) shall be as follows: brick, vinyl and/or wood on the front; brick, vinyl, wood and/or stucco on the sides, and brick, vinyl, wood, stucco and/or metal on the rear. The exterior of any accessory building or structure shall be compatible in architectural style, material and

color with the principal building(s); and to maintain site lighting so as to not cast off onto the surrounding property or into the night sky.

The subject property is located within the Urban Area as defined by the Comprehensive Land Use Plan. This portion of the Urban Area indicates that limited commercial and industrial development is appropriate within this general area of the Route 1 and Hofheimer Way intersection. As such, the requested B-2, Business General, District with the proffered uses is compatible with the surrounding commercial and industrial zoning districts as defined in the Zoning Ordinance.

## **OVERVIEW OF IMPACTS**

### *Public Safety, & Public Utilities Impacts*

With the proposed rezoning to B-2, Business General with proffers which limit the permitted uses on the subject property the potential impact on public safety will be minimal with the rezoning of the subject property with the proposed building(s) 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 accessible along Hofheimer Way to serve the subject property and property in this general area.

### *Transportation Impacts*

The impacts on the existing transportation network are minimal with the trips generated by the proposed use. The road system in this particular area, namely Route 1 and Hofheimer Way, is adequate to handle the employee and truck traffic generated by the proposed use. When the subject property is developed, all future transportation related improvements for access to the subject property will have to meet VDOT design and construction requirements and standards as part of the site plan review process.

## **PROFFER STATEMENT**

The applicant did submit proffers as part of the rezoning request (see Attachments). The following proffer conditions address potential impacts and uses on the subject property.

### Conditions

1. The uses on the Property shall be limited to general retail and office uses, except that the Property also may be used for hotels and motels. The Property will not be developed for the following uses: a discotheque, dance hall or night club; a massage parlor; or any establishment selling or exhibiting paraphernalia for use with illicit drugs; any establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction; and any adult bookstore, adult video store or adult movie theatre.
2. The exterior finish of any building(s) shall be as follows: brick, vinyl and/or wood on the front; brick, vinyl, wood and/or stucco on the sides, and brick, vinyl, wood, stucco and/or metal on the rear. The exterior of any accessory building or structure shall be compatible in architectural style, material and color with the principal building(s).

3. Except for the lighting inside building(s), any lighting installed on the Property shall be directed downward and inward to the site to avoid casting lighting on adjacent properties or into the night sky.

**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 to Business General, B-2, based on:

1. The zoning classification requested, B-2, Business General, with the proffers limiting the use of the property to the conditioned 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, and the applicant at the June 8, 2016 Planning Commission Public Hearing:

The Chairman asked the members if they had any questions for Mr. Bassett.

Dr. Prosis asked if the driveway to the Plant in the rear is a shared or private driveway.

Mr. Bassett said it is a private driveway entrance.

Mr. Tucker asked if the three driveway entrances were acceptable to VDOT.

Mr. Bassett said VDOT has approved the three driveways that are listed on the plans. They meet the VDOT minimum code standard.

Mr. Titmus asked are the lines behind his proposed building referencing sewer lines. He also asked if the applicant had any future plans to build in the space on the northwest side of his proposed building.

Mr. Bassett said the lines shown behind the site do reference proposed sewer lines. As to any future buildings he would defer to the applicant to answer that question.

The Chairman said if there are no more questions for Mr. Bassett would the applicant or his agent like to come forward and add anything at this time.

Mr. Robert Walker, President of Roslyn Farms Corporation, 9200 Fort Dushane Road, Dinwiddie VA said for clarification they will not get access to the private road leading to the plant behind his proposed development. He added that there are no plans to build in the empty space on the northwest side of the property. The two major reasons for that not happening is for one there is a lack of parking spaces that

would have to be provided and the second reason is the major fall off of land in that corner, which would make it economically unfeasible.

The Chairman asked the members if they had any questions for the applicant.

Mr. Titmus asked if the building we saw during Mr. Bassett's presentation will be the building constructed.

Mr. Walker said no it will not, but whatever we do will be similar to that building. I just can't promise you that exact design.

The Chairman asked the members if they had any more questions for the applicant. He said since there are none he was opening the public hearing portion of the case. He asked if anyone had signed up to speak and since there was no one he closed the public hearing portion of the case. He then asked the Commissioners if they had any more comments or questions.

Mr. Titmus said the only comment he has is the amount of building materials being used. What I mean by that is when you talk about the front can be brick, vinyl and or wood it says to me that at any point it could be any of those three or it can be limited to only one of those three. We have talked about overlay districts which would have specific building specifications, allowing us to not have to go through this process. Having them would let the person or business know what the building should look like. I do not want to hold off Mr. Walker until that overlay district is made, but I am concern about the number of building materials listed. I'm concern about what the new owner, if Mr. Walker was to sell the property, could build on the property.

Mr. Walker said he would voluntarily remove from condition number two (2) "wood" being a material to be used on the exterior face of the building.

The Chairman said if there are no more questions from the Commissioners he would entertain a motion.

Mr. Tucker 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 rezoning P-16-5 as presented be recommended for approval with modified proffers to the Board of Supervisors. It was seconded by Mr. Simmons and with Mr. Cunningham, Mr. Tucker, Mr. Hayes, Mr. Titmus (with reservation), Mr. Simmons and Dr. Prosisie voting "AYE" was approved to the Board of Supervisors.

## **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-16-5, 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 5-12-16 Case No.: P-16-5  
 Date Rec'd " Fee Amount: Enterprise Zone  
 Time Rec'd 11:00 a.m. Receipt No: \_\_\_\_\_  
 Pre-Application Conference Date: Multiple  
 This application has been amended: YES  NO   
 Reviewed by: Mark Bassett

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

<b>1) LAND USE INFORMATION</b>	
(Circle): BOS / PC / BZA	New/Renewal Previous/Renewed Case#: _____
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: <u>Rezone Portion of Property that is currently zoned M-2 to B-2 zoning for office/retail development</u>	
Existing Zoning: <u>M-2/B-2</u>	Existing Acreage: <u>9.08</u>
Proposed Zoning: <u>B-2</u>	Proposed Acreage: <u>9.08 5.355 +/-</u>
	Total Acreage: <u>9.08 5.355 +/-</u>
Water (Circle One): <b>Public</b>	Well
Sewer (Circle One): <b>Public</b>	On-site Well and Septic
Attached: (circle): Miscellaneous Information/ <b>Master Plan</b> /Textual Statement/Proffered Conditions	
<b>2) APPLICANT/AGENT INFORMATION</b>	
Applicant(s): <u>Roslyn Farm Corporation</u> Home/Cell# _____	
Address: <u>P.O. Box 727 Colonial Heights, Virginia 23834</u> Work# <u>804.526.0820</u>	
Agent(s): _____ Home/Cell# _____	
Address: _____ Work# _____	
<input checked="" type="checkbox"/> Property Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Other: _____	
<b>3) PROPERTY OWNER INFORMATION</b>	
Property Owner's Name and address (see note on last page): <u>Roslyn Farm Corporation</u> <u>P.O. Box 727, Colonial Heights, VA 23834</u> Contact# <u>804.526.0820</u>	Property Owner's Mailing Address (If this address is different from that listed in the Assessor's Office.): _____ _____
Property Tax Parcel Number: <span style="border: 1px solid black; padding: 2px 10px;">21-7-5</span>	Phone# _____

4.)

**SUBJECT PARCEL INFORMATION**

**General Location of Project:** North side of Hofheimer Way Near Route 1

**Tax Map #** 21-7-5 (a part of)  
**Subdivision Name:** \_\_\_\_\_  
**Section:** \_\_\_\_\_ **Block** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Zoning:** \_\_\_\_\_ **Acreage** 9.08  
**Existing Use:** B-2/M-2  
**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.:**

Office/Retail park development with multi-tenant buildings and parking for general business/office use.

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**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.:**

Surrounding properties are area and regional businesses.

Assessable public utilities available along Hofheimer Way

No effect on public schools due to business zoning.

Hofheimer Way was constructed for Industrial and Business use. Minimal effect on traffic.

Increase tax base and improve availability of businesses locating within Dinwiddie County.

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

None currently available.

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

N/A

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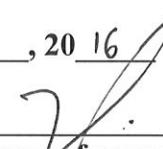
**5. Complete names and address (including Zip codes) of all owners adjacent, across the road or highway from the property and across any railroad right-of-way, creek, river, from such property must be obtained by the applicant from the Commissioner of the Revenue, Pamplin Administration Building. If 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.**



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: MAY 11, 2016

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\*\*

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

APPLICANT'S NAME

NICHOLAS G. WALKER

(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.

Part of Tax Parcel No. 21-7-5

### PROFFERS

THESE PROFFERS are made this 8<sup>th</sup> day of July, 2016, by ROSLYN FARM CORPORATION, a Virginia corporation, together with its successors and assigns, (the "Owner").

### RECITALS

- A. The Owner owns that certain parcel of land located in Dinwiddie County, Virginia (the County), lying on the north side of Hofheimer Way 0.052 mile east of the intersection of Hofheimer Way and Route 1, being a part of Tax Parcel No. 21-7-5 and shown on that certain plat by Timmons Group, dated March 10, 2016 and titled "Ritchie Industrial Park Plat showing 5.355 acres to be rezoned from M-2 to B-2" (the "Property"). A copy of the plat is attached hereto and made a part hereof.
- B. The Property is in the Urban Area on the County's Comprehensive Plan and an application has been made to rezone the Property from Industrial, General, M-2, to Business, General, B-2, with proffers.
- C. The Owner desires to offer to the County certain conditions on the development of the Property not generally applicable to land zoned Business, General, B-2.

### CONDITIONS

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, the Owner agrees that, if the requested rezoning is granted by the County, the Owner shall meet and comply with all of the following conditions in developing the Property:

1. The uses on the Property shall be limited to general retail and office uses, except that the Property also may be used for hotels and motels. The property will not be developed for the following uses: a discotheque, dance hall or night club; a

massage parlor; any establishment selling or exhibiting paraphernalia for use with illicit drugs; any establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction; and any adult bookstore, adult video store or adult movie theater.

2. The exterior finish of any building(s) shall be as follows; brick, vinyl on the front; brick, vinyl, and/or stucco on the sides; and brick, vinyl, stucco and/or metal on the rear. The exterior of any accessory building or structure shall be compatible in architectural style, material and color with the principal building(s).
3. Except for the lighting inside building(s), any lighting installed on the Property shall be directed downward and inward to the site to avoid casting lighting on adjacent properties or into the night sky.

WITNESS the following signature:

Roslyn Farm Corporation

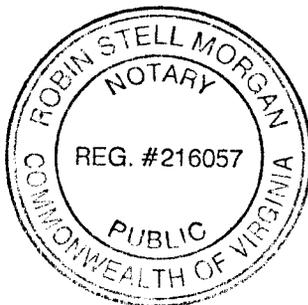
By

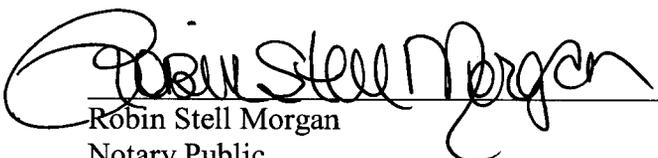
  
Robert C. Walker  
President

COMMONWEALTH OF VIRGINIA

CITY OF COLONIAL HEIGHTS, to-wit:

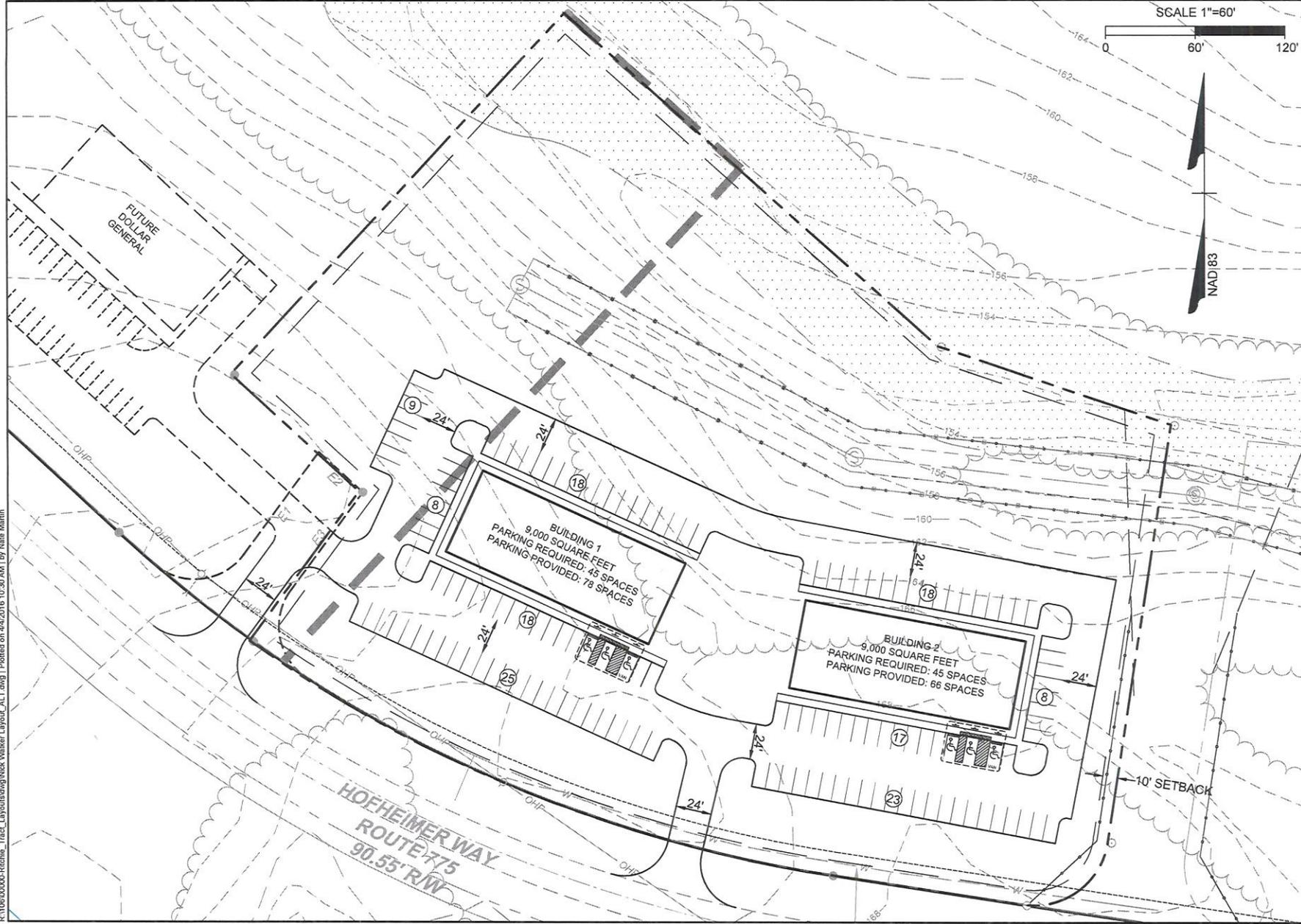
The foregoing instrument was acknowledged before me this 8 day of July, 2016, by Robert C. Walker, President of Roslyn Farm Corporation, a Virginia corporation, on behalf of the corporation.



  
Robin Stell Morgan  
Notary Public

My commission expires:  
February 28, 2018

R:\110600000-Ritchie\_Tract\_Layout\dwg\Nick Walker\_Layout\_ALT.dwg | Plotted on 4/1/2016 10:30 AM | by Nate Martin



THIS DRAWING PREPARED AT THE  
**TIMMONS GROUP** OFFICE  
 4260 Crossing Blvd | Prince George, VA 22975  
 TEL: 804-438-8885 | FAX: 804-751-0798 | www.timmons.com

YOUR VISION. ACHIEVED THROUGH OURS.

DATE	4-4-2016
DRAWN BY	N. MARTIN
DESIGNED BY	D. JOHNSON
CHECKED BY	D. JOHNSON
SCALE	1" = 60'



# TIMMONS GROUP

RITCHIE TRACT LAYOUTS  
 DINWIDDIE COUNTY, VA  
 NICK WALKER SCHEMATIC LAYOUT

TOR NO.	00000
SHEET NO.	1

THIS DRAWING IS THE PROPERTY OF TIMMONS GROUP. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF TIMMONS GROUP.

# Dinwiddie County, VA

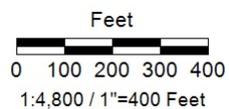
## Legend

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



**Title: Roslyn Farm Corp. Rezoning**

**Date: 5/24/2016**



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 - Drawer 70

Dinwiddie, VA 23841

Phone: (804) 469-4500

Fax: (804) 469-5322

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### **MEMORANDUM**

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

**From: Jamie Sherry, Principal Planner/Zoning Administrator**

**Date: July 11, 2016**

**Subject: July 19 Board of Supervisors Public Hearing for Conditional Use Permit, C-16-2**

---

Please find the attached Planning Commission meeting summary materials for conditional use permit application, C-16-2. The applicant, Dennis Harrup, is seeking a conditional use permit to construct and operate a private airstrip on the property located at 19008 Depot Road, McKenney, VA. The subject property contains approximately 50 acres; however, the applicant also owns the parcel to north and the parcel to the south of the subject property. In total, he owns approximately 180 contiguous acres. The property is zoned A-2, Agricultural General, which allows this use upon receiving a conditional use permit. After the Planning Commission heard the conditional use permit request at their June 8 meeting, the Planning Commission unanimously recommended approval of the permit with conditions to the Board of Supervisors by a vote of 6-0.

# **Planning Commission Meeting Report**

File #: C-16-2  
Applicant: Dennis Harrup III  
CUP Request: To construct and operate a private airstrip  
Property Location: 19008 Depot Road, McKenney, VA  
Tax Map Parcel #: 67-28  
Property Size: approx. 50 acres  
Current Zoning: Agricultural, General, A-2  
Magisterial District: Spony  
Planning Commission Mtg.: June 8, 2016  
Board of Supervisors Mtg.: July 19, 2016

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## **CASE OVERVIEW**

The applicant, Dennis Harrup, is seeking a conditional use permit to construct and operate a private airstrip on his property. The property is located at 19008 Depot Road, McKenney, VA and is further designated as Tax Map No. 67-28. The subject property contains approximately 50 acres; however, the applicant also owns the parcel to north and the parcel to the south of the subject property. In total, he owns approximately 180 contiguous acres. The property is zoned A-2, Agricultural General, which allows this use upon receiving a conditional use permit. The County's Comprehensive Land Use Plan places this property within the Rural Conservation Area which is expected to develop as low density residential, agricultural, and natural conservations areas.

## **ATTACHMENTS**

- CUP Application
- Location Map and Proposed Airstrip Location Map
- Property Photographs

## **LAND USE/ZONING ANALYSIS**

All adjacent properties are zoned Agricultural, General, A-2. The applicant owns the parcels to north and to the south, which are currently vacant. With the exception of Lew Jones Village, a residential subdivision zoned Residential, limited, R-1, located at the corner of Depot Road and Lew Jones Road, most of the surrounding properties are large properties that consist of single-family dwellings, farmland and forestal land uses. The proposed airstrip will be located on Tax Map Parcel 67-28, running east to west between the house and the pond (see attached picture).

Section 22-71, Permitted Uses, (17) allows for airports 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 is expected to develop as low density residential, agricultural, and natural conservations areas.

## **OVERVIEW OF IMPACTS**

The applicant is required to register the airstrip with the Federal Aviation Administration (FAA) and the Virginia Department of Aviation (VDA) prior to constructing the airstrip. The state application requires documentation of local government approval of the proposed facility. This conditional use permit would act as local approval. Through the state and federal processes, the applicant will be required to submit the

particulars of the airstrip, but there is no state or federal minimum requirement for airstrip length, width or setback from a property line or a road.

Discussion with Dinwiddie County Airport staff indicates the airstrip will not impact airport operations. In addition, the Virginia Department of Transportation (VDOT) indicated there would be no impacts on traffic and will not require the airstrip to be setback off the road. The airstrip is more than five miles away from both the Dinwiddie County Airport (approximately 15 miles) and the Fort Pickett landing field (approximately 10 miles), so a state license is not required.

Public Utilities, School System, & Public Safety Impacts

The existing utilities are handled on-site and there is no expected impact to the school system, as related to the airstrip. Along with the FAA and VDA regulations, any public safety or community issues related with the proposed use are minimized by the proposed conditions associated with this permit.

Transportation Impacts

VDOT has reviewed the request and there do not appear to be any impacts on the transportation network. The airstrip is for personal use only and would not generate any additional traffic.

**SITE AND USE ANALYSIS**

Staff feels that the request to construct and operate a private airstrip on the subject property is an appropriate use of the property, and given the configuration of the surrounding land uses and given the surrounding zoning pattern the use is appropriately located.

**Planning Staff Recommendation:**

Planning staff reviewed the request for the conditional use permit and is satisfied that the impacts of constructing and operating a private airstrip on the subject property will be minimized based on adherence to the proposed conditions.

Staff's recommendation of APPROVAL of the conditional use permit to allow for the construction and operation of a private airstrip is subject to the following conditions:

C-16-2 Conditions:

1. The airstrip shall be used for personal use only and commercial activities shall not be permitted on the subject property in conjunction with the airstrip;
2. No lighting of the airstrip shall be permitted and landing and takeoffs shall be limited to daylight hours only;
3. Approval and registration with the Federal Aviation Administration and the Virginia Department of Aviation, and approval from the Dinwiddie Airport shall be required and must be kept current;
4. All maintenance, repair, and mechanical work, except that of an emergency nature, shall be performed in an enclosed building and there shall be no outside storage of airplane parts or inoperable planes;
5. Any airplane fuel stored on the property shall not be within seventy-five (75) feet of any property line and must meet any state or federal regulations for such storage;
6. No more than twenty (20) takeoffs and landings shall be allowed per month; and

7. Any hanger constructed on the property shall be located not less than seventy-five (75) feet to any property line.

## **PLANNING COMMISSION RECOMMENDATION**

The following comments were made by the Planning Commission, Planning staff, and the applicant at the June 8, 2016 Planning Commission Public Hearing:

The Chairman asked the members if they had any questions for Mrs. Sherry.

Mr. Tucker asked if there are any houses to the east of the proposed flight path.

Mrs. Sherry said there are residential houses to the east of the proposed flight path, but none seem to be in the flight path.

The Chairman said if there are no more questions for Mrs. Sherry would the applicant or his agent like to come forward and add anything at this time.

Mr. Dennis Harrup, the applicant, who lives at 8131 Seaview Drive, Chesterfield VA 23838 said he is an airline pilot and longtime operator of an aviation business in Dinwiddie County. I learned to fly in Dinwiddie County in 1986 as a teenager and I have been incorporated in Dinwiddie County since 1991. My schedule of flying for Fed-Ex keeps me away for many days and this landing strip will allow me to be home for more hours and days during the month. I can fly from my home to my job saving 4-6 nights more a month to be with my family.

The Chairman asked the members if they had any questions for the applicant.

Mr. Hayes said with the prevailing winds coming from the southwest will that cause you come in about 200 or 300 feet over any homes that would be in that area?

Mr. Harrup said you would be right but as long as it's not over ten knots I will be landing in the east and taking off to the west. This would limit any over flight of homes.

Mr. Hayes asked if he had an opportunity to talk to any of the homeowners in the area.

Mr. Harrup said he has not. I have been out of the state for at least 3 months.

Mr. Cunningham asked if any fuel will be stored on this site.

Mr. Harrup said there will be no fuel stored on the site. If there was going to be any fuel storage it would be no more than what a farmer has in his pickup truck. The plane will be the only entity that has fuel.

The Chairman asked the members if they had any more questions for the applicant. He said since there are none he was opening the public hearing portion of the case.

Carol Jones at 19121 Depot Road, McKenney VA said she was concerned about the plane flying over her home, but that question was addressed. She also asked where the plane would be stored on the property. She concluded by asking if there was going to be frequent flying happening.

Mrs. Harrup said the plane will be stored at the rear of his property under a lean-to which will be added to his existing shed. He also said there will be no frequent flying.

Pearl Bland at 17806 Depot Road, McKenney VA said she wanted to know why Mr. Harrup didn't come through the neighborhood to let the citizens in the area know what he was proposing. She also wanted to know if this personal flying would become a business in the future.

Mr. Harrup restated that he has been traveling a lot and he will visit the citizens in that area as soon as he gets settled in his new position as Captain. He also said that he has no intentions of starting a flying business on his property. This request, he said, is only being made so that he can have more time at home with his family.

The Chairman said if there is no one else signed up to speak he was closing the public hearing portion of the case. He asked the Commissioners if they had any more questions.

Mr. Cunningham asked Mrs. Sherry to come forward and go over the conditions so that all citizen present will clearly understand what Mr. Harrup can do under this CUP request.

Mrs. Sherry came forward and explained again what each condition was and how each condition affects what Mr. Harrup is doing and what he may want to do in the future.

The Chairman said if there are no more questions from the Commissioners he would entertain a motion.

Mr. Cunningham 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, C-16-2, as presented for a private airstrip be recommended for approval with conditions to the Board of Supervisors. It was seconded by Mr. Tucker and with Mr. Cunningham, Mr. Tucker, Mr. Hayes, Mr. Titmus, Mr. Simmons and Dr. Prosisie voting "AYE" the CUP was approved to the Board of Supervisors.

## **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 conditional use permit, C-16-2, as presented for a private airstrip be recommended for (approval, approval with conditions, OR disapproval) to the Board of Supervisors.**

paid 3-30-16  
credit card payment  
JTS



# 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 3/30/16 Case No.: C-16-2  
Date Rec'd 3/30/16 Fee Amount: \$1500.00  
Time Rec'd NOON Receipt No: 28737  
Pre-Application Conference Date: 3-30-16  
This application has been amended: YES NO  
Reviewed by: [Signature]

*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#: \_\_\_\_\_  
Amend Previous Case: Y / N  
Land Use Taxation: Y / N

Application Type: (Circle One):  Variance  Administrative Variance  Conditional Use Permit  
 Rezoning  Street Vacation  Special Exception  
 Amendment

Description of Request: Permit for private airstrip

Existing Zoning: AG Existing Acreage: 50.0  
Proposed Zoning: \_\_\_\_\_ Proposed Acreage: \_\_\_\_\_  
Total Acreage: \_\_\_\_\_

Water (Circle One): Public Well  
Sewer (Circle One): Public On-site Well and Septic

Attached: (circle): Miscellaneous Information/Master Plan/Textual Statement/Proffered Conditions

## 2) APPLICANT/AGENT INFORMATION

Applicant(s): Dennis Harrup III Home/Cell# 804-514-6101  
Address: 8131 Seaview Dr Chesterfield VA 23838

Agent(s): \_\_\_\_\_ Work# 804 861 9915  
Address: \_\_\_\_\_ Home/Cell# \_\_\_\_\_  
Work# \_\_\_\_\_

Property Owner  Contract Purchaser  Other: \_\_\_\_\_

## 3) PROPERTY OWNER INFORMATION

Property Owner's Name and address (see note on last page):  
Harrup Real Estate LLC  
the \_\_\_\_\_  
Property Owner's Mailing Address (If this address is different from that listed in Assessor's Office.):  
\_\_\_\_\_

Contact# 804-514-6101

Property Tax Parcel Number: 67-28 Phone# \_\_\_\_\_

4.)

**SUBJECT PARCEL INFORMATION**

**General Location of Project:** \_19008 Depot Rd McKenney VA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tax Map #** \_67-28\_\_\_\_\_  
**Subdivision Name:** \_\_NA\_\_\_\_\_  
**Section:** \_\_\_\_\_ **Block** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Zoning:** \_\_\_\_\_ **Acreage** \_50.0\_\_\_\_\_  
**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.:**

I am an airline pilot and long operator of an aviation business in Dinwiddie County. I learned to fly here in 1986 as a teenager and have been incorporated here since 1991. My schedule keeps me away for many days and this landing strip will allow me to be home for more hours/days during the month as I can fly from my home to my job saving 4-6 nights more a month with my family.

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**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.:**

This property is in the flight path final approach course of the Dinwiddie County Airport, so low flying planes are common around it. I would also be very limited in its amount of use. Less than 20 takeoffs per month.

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

There are many farms with private airstrips in the county and surrounding counties including Chesterfield and Blackstone

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

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**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.**

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: March 30, 2016

**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\*\*** \_\_\_\_\_

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

**APPLICANT'S NAME** Dennis Harrup III

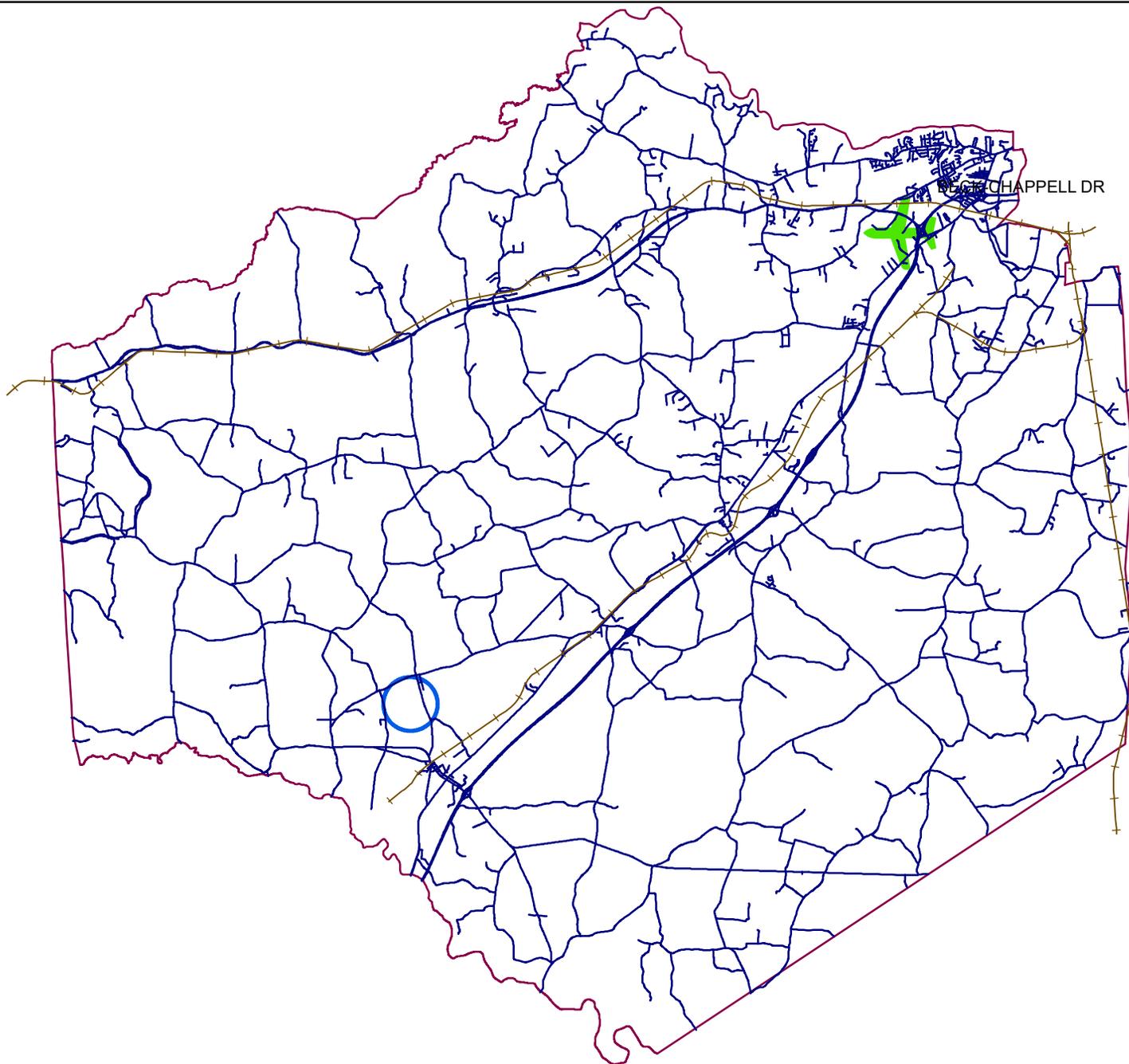
(Typed or printed)

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.



## Location Map

C-16-2 Dennis Harrup proposed Airstrip



**C-16-2 Dennis Harrup proposed Private Airstrip**

- — — — — Approximate Airstrip Location
- Subject Property





C-16-2 – Dennis Harrup for a Private Airstrip



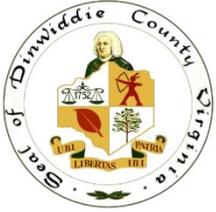
C-16-2 – Dennis Harrup for a Private Airstrip



C-16-2 – Dennis Harrup for a Private Airstrip



C-16-2 – Dennis Harrup for a Private Airstrip



## Dinwiddie County Attorney's Office

PO Drawer 70  
14016 Boydton Plank Road  
Dinwiddie, VA 23841  
Phone: (804) 469-4500  
Fax: (804) 469-4503

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**To:** Board of Supervisors

**CC:** Jennifer C. Perkins, Treasurer  
Lori K. Stevens, Commissioner of the Revenue  
W. Kevin Massengill, County Administrator  
Anne Howerton, Deputy County Administrator

**From:** Tyler Southall, County Attorney

**Date:** July 14, 2016

**Subject:** Meals Tax Ordinance Revision

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**Background:** On September 16, 2014, Section 19-134 of the Dinwiddie County Code, which governs the payment and collection of the meals tax, was amended. It was hoped at that time that the changes would streamline the process for calculating late meals tax payments. Unfortunately, in practice this hope has not fully materialized. As a result, the Treasurer and the Commissioner of the Revenue have requested the attached changes.

Under the 2014 ordinance, a penalty of ten percent is assessed on late payments and filings with an additional five percent penalty applied for each additional 30 days that the payment or filing is late with a maximum penalty of 25%. Pursuant to the current Section 19-134, the Commissioner is technically responsible for administering these penalties.

With the proposed ordinance the Treasurer would become responsible for adding the penalty for the late payments of 25% as outlined in the 2014 ordinance, and the Commissioner of the Revenue would be responsible for assessing an additional ten percent penalty for late filers.

Although the new language cannot eliminate all of the administrative difficulties that arise in addressing late payments and filings, the intent is to more clearly define the roles of the Commissioner and Treasurer to allow for more efficient administration of the Code section.

The two different penalties to be administered by the Treasurer and the Commissioner are enabled by Virginia Code Section 58.1-3916.

All of the foregoing was discussed with the Board of Supervisors in May, and staff was directed to proceed with advertising the ordinance.

**Requested Action:** If the Board is desirous, after a public hearing is held, the Board may adopt the proposed ordinance.

**AN ORDINANCE TO AMEND  
THE CODE OF THE COUNTY OF DINWIDDIE, 1985, AS AMENDED  
BY AMENDING SECTION 19-134. PAYMENT AND COLLECTION OF TAX  
CHAPTER 19, TAXATION  
ARTICLE XII. MEALS TAX**

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. 19-134. - Payment and collection of tax.**

(a) Every seller of food with respect to which a tax is levied under this article shall collect the amount of tax imposed under this article from the purchaser on whom the same is levied at the time payment for such food becomes due and payable, whether payment is to be made in cash or on credit by means of a credit card or otherwise. The amount of tax owed by the purchaser shall be added to the cost of the food by the seller who shall remit the taxes collected to the county in accordance with section 19-135. Taxes collected by the seller shall be held in trust by the seller for the benefit of the county until remitted to the county.

(b) If any person, whose duty it is so to do, shall fail ~~to file a report or refuse to remit the tax required to be collected and paid under this article, within the time and in the amount specified in this article, there shall be added to such tax by the ~~commissioner of revenue~~ treasurer a penalty in the amount of ten percent, if the failure is for not more than 30 days, with an additional five percent for each additional 30 days or fraction thereof during which the failure continues, not to exceed 25 percent in the aggregate, with a minimum penalty of \$10.00, but in no event shall the penalty exceed the amount of the tax assessable. In addition, interest at the rate of ten percent per annum may be computed and collected upon the taxes and penalty by the treasurer beginning from the date such taxes were due and payable.~~

(c) If any person, whose duty it is to do so, shall fail to file a report required to be filed under this article within the time specified in this article, there shall be added to such tax by the commissioner of the revenue a penalty in the amount of ten percent with a minimum penalty of \$10.00.

(Ord. of 10-7-92; Ord. of 12-7-94; Ord. of 9-16-14 [A-14-3], § 1; Ord. of 7-19-2016)

*(2) That this ordinance shall take effect immediately.*

**COOPERATIVE AGREEMENT  
BETWEEN PRINCE GEORGE COUNTY AND DINWIDDIE COUNTY  
TO PROVIDE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO  
DINWIDDIE COUNTY**

This AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (“Prince George”), and the COUNTY OF DINWIDDIE, VIRGINIA a political subdivision of the Commonwealth of Virginia, (“Dinwiddie”) provides as follows:

WHEREAS, Prince George owns a fire station and related equipment in Carson, Virginia and fire and emergency medical services are provided from that station by Carson Volunteer Fire Department, Company 3, an unincorporated organization formed pursuant to §§ 27-8 et. seq., Code of Virginia, 1950, as amended, and;

WHEREAS, for a number of years, Dinwiddie has provided financial support to Prince George to defray a portion of the operating expenses of Company 3 in exchange for Company 3 responding to incidents in Dinwiddie; and

WHEREAS, Prince George has recently built a new fire station in Carson for use by Company 3 and Dinwiddie has agreed to pay to Prince George a one-time capital payment to offset some of the capital costs of the new fire station in Carson in an amount that approximates the percentage of calls responded to by Company 3 from Carson into Dinwiddie; and

WHEREAS, Section 27-3 of the Code of Virginia, 1950, as amended, authorizes local governments to establish and carry into effect plans to provide mutual firefighting aid; and

WHEREAS, Prince George and Dinwiddie desire to jointly exercise powers under §§ 27-2 through 27-4, Code of Virginia, 1950, as amended, in order to maximize the efficient delivery of emergency services to Dinwiddie by providing for an automatic response into Dinwiddie with the closest units from Company 3 that are located in Carson; and

WHEREAS, this cooperative Agreement is entered into in furtherance of the policies set forth in § 15.2-3209(5), Code of Virginia, 1950, as amended, and shall be without prejudice to either party for the purposes of Section 15.2-3209(5).

W I T N E S S E T H:

NOW THEREFORE, that for and in consideration of the mutual benefits to be derived by both Prince George and Dinwiddie, the parties hereto covenant and agree as follows:

1. Dinwiddie will make a “one-time” capital contribution of \$250,000 no later than July 1, 2016 to Prince George to be used to fund a portion of the capital cost of the new Carson Fire Station Building. Such payment generally reflects the historical percentage of responses by Company 3 at Carson responding to calls within Dinwiddie in comparison to the total number of calls.
2. Prince George’s coordinated fire and emergency medical services system, using Company 3 personnel and Prince George’s equipment from Carson Fire Station, will provide automatic “first response” for all fires and other emergencies such as “hazmat” incidents or natural disasters and related incidents which may not be emergencies which occur in such areas of Dinwiddie County as are reasonably designated by the Dinwiddie fire response plan for response by the Carson Fire Station and will provide other responses in Dinwiddie County in a manner as agreed upon between the two Fire/EMS agencies. All personnel, operating or capital costs related to each individual response shall be borne by Prince George. Such services shall be provided for 15 years from the date of this Agreement in consideration of the aforementioned “one time” \$250,000 capital contribution and the ongoing annual contribution described in Section 9. After 15 years, this

Agreement may be renewed, subject to the mutual agreement of Prince George and Dinwiddie.

3. Prince George shall respond to such emergencies or events on an “as needed” basis. Any such Prince George response shall be limited by the on-site capabilities of Company 3 at the time of notification to the County of the response need.
4. Equipment resources at Carson shall at a minimum include a Class A pumper, tanker, brush truck and command vehicle.
5. Dinwiddie shall not be liable to Prince George for any personal injury or death to emergency services personnel or any loss or damage to equipment resulting from the performance of any services under this Agreement, whether such loss, damage, injury or death occurs within or without the jurisdictional boundaries of either Dinwiddie or Prince George. Nor shall there be any responsibility of Dinwiddie for any loss, damage, injury or death incurred when Prince George responders are going to or returning from Dinwiddie to provide services in accordance with this Agreement.
6. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by Prince George within its boundaries shall extend to its participation in rendering emergency assistance or other type of response outside of its boundaries in Dinwiddie. It is understood that for the purposes of this Agreement, Prince George is rendering aid during its travel to and from the emergency or call for service, as well as while at the scene of the emergency or call for service.

7. Prince George agrees to pay the actual cost of specialized agents such as foam, or water, etc. or other expended consumable supplies, whether medical or otherwise, which are used in providing services in accordance with this Agreement.
8. All benefits available to employees and volunteers of Prince George shall extend to the services they perform under this Agreement.
9. This Agreement specifically does not supersede the historical practice between Prince George and Dinwiddie in which Dinwiddie makes an annual payment of \$13,500 to Prince George to defer annual operating costs at Carson and such practice shall remain in effect in addition to the obligations contained in this Agreement. Such amount shall be adjusted annually beginning July 1, 2017 to reflect any increase or decrease for the preceding year in the Consumer Price Index, U.S. City Average, All Urban Consumers (CPI-U) All Items (1982-84 = 100). If Dinwiddie chooses to stop making the annual payment for operating expenses, this Agreement shall be null and void.
10. All parties to this Agreement recognize that they are each fully capable of providing independent services to adequately provide fire protection and emergency medical services within their respective political subdivisions.
11. This cooperative Agreement is entered into in furtherance of the policies set forth in Section 15.2-3209(5) of the Code of Virginia, 1950, as amended, and shall be without prejudice to either party for the purposes of Section 15.2-3209(5).
12. Dinwiddie recognizes that Prince George makes no representations as to the quality or extent of services that are available or provided for any particular

response under this Agreement and that there may be instances where personnel are not available to answer calls.

- 13. This Agreement may only be amended or modified by the written consent of all of the parties hereto.
- 14. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party, and no third party shall have any right of action hereunder for any reason whatsoever. Any services performed or expenditures made in connection with this Agreement by either party shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the receiving jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

PRINCE GEORGE COUNTY, VIRGINIA,  
A political subdivision of the  
Commonwealth of Virginia

By \_\_\_\_\_  
Percy C. Ashcraft, County Administrator

Approved as to form:

\_\_\_\_\_  
Steven L. Micas  
County Attorney

COUNTY OF DINWIDDIE, VIRGINIA,  
A political subdivision of the  
Commonwealth of Virginia

By \_\_\_\_\_  
W. Kevin Massengill, County Administrator

Approved as to form:

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Tyler Southall  
County Attorney

BE IT THEREFORE RESOLVED THAT the County Administrator is authorized to sign the Cooperative Agreement between Prince George County and Dinwiddie County to Provide Fire Protection and Emergency Medical Services to Dinwiddie County with such changes, substantive or otherwise, as may be approved by the County Administrator.