

County of Dinwiddie Board of Supervisors

MINUTES

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

Supervisors Present:

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

Administration Present:

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

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

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

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

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

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

5. **CONSENT AGENDA**

A. SUMMARY AND CLAIMS

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

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

C. TOURISM ADVISORY COMMITTEE DISSOLUTION

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

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

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

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

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

D. TOBACCO COMMISSION GRANT APPLICATION

MEMORANDUM

To: Board of Supervisors

From: Morgan Ingram, Economic Development Director

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

Date: December 30, 2015

Subj: Tobacco Commission Grant Application

BACKGROUND

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

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

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

REQUESTED ACTION

Staff is asking for the Approval of the following Resolution.

RESOLUTION

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

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

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

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

6. REPORTS:

A. VIRGINIA DEPARTMENT OF TRANSPORTATION

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

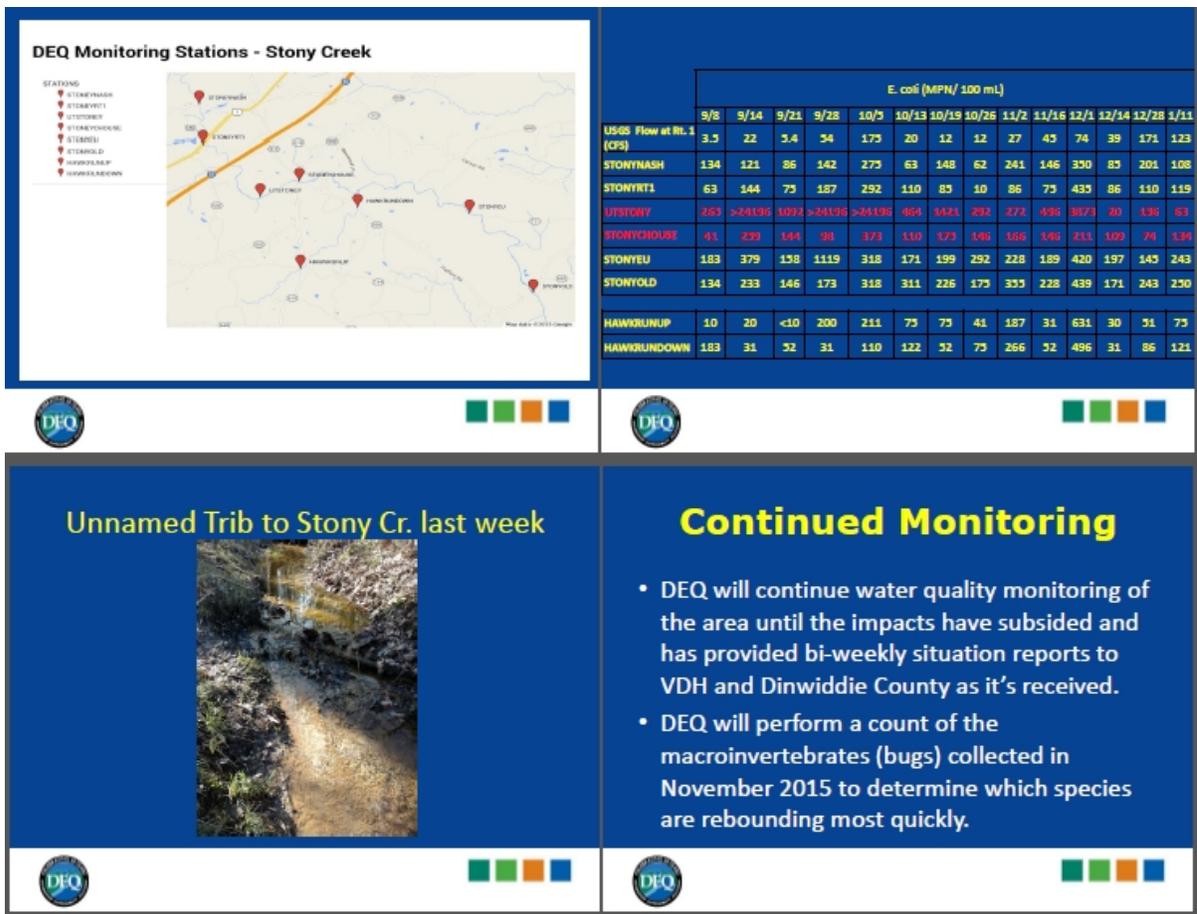
MAINTENANCE	Crystal Smith			
Dinwiddie Area Headquarters for the Month of December 2015				
<ul style="list-style-type: none"> • Performed debris cleanup and repaired signs from various primary and secondary roads. • Repaired pot holes on various primary and secondary roads. • Surfaced Treated various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

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

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

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



Unnamed Trib to Stony Cr. last week



Continued Monitoring

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

7. ACTION ITEMS:

A. CONTRACT AWARD: THERMAL IMAGING CAMERAS

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

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

BACKGROUND

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

CONTRACT NEGOTIATIONS

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

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

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

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

CONTRACT

**DINWIDDIE COUNTY
THERMAL IMAGING CAMERAS**

The Agreement is made this 19th day of January 2016, by and between **Witmer Public Safety Group, Inc.**, of 104 Independence Way, Coatesville, PA 19320 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County used cooperative procurement to purchase seven (7) Thermal Imaging Cameras for the fire engines; and

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

WHEREAS, Contractor was selected to provide thermal imaging cameras;

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

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) HGAC Contract Number EE08-15 including any addenda and (3) Contractor's quote dated December 21, 2015. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to deliver equipment within thirty (30) calendar days of receipt of Purchase Order.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than SEVENTY-SIX THOUSAND SIX HUNDRED FIFTEEN AND NO/100 DOLLARS (\$76,615.00) (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

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

5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Terms and Conditions.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

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

County of Dinwiddie, Virginia

Witmer Public Safety Group Inc.

By: _____
W. Kevin Massengill
County Administrator

By: _____
Title: _____

Attest: _____

Attest: _____

Approved as to form:

Department Approval:

Tyler Southall, County Attorney

Dennis Hale, Division Chief of Fire & EMS

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

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

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

B. Anti-Discrimination Statement by Contractor

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

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

C. Immigration Reform and Control Act of 1986:

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

D. Insurance:

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

3

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

4

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

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

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

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

G. Authorization to Transact Business in the Commonwealth:

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

H. Negotiation with the Lowest Bidder

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

I. Availability of Funds

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

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

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

B. CONTRACT AWARD: COUNTY BUILDINGS DEMOLITION

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

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

BACKGROUND

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

CONTRACT NEGOTIATIONS

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

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

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

CONTRACT

DINWIDDIE COUNTY
ASBESTOS ABATEMENT AND DEMOLITION OF THREE BUILDINGS

The Agreement is made this 19th day of January 2016 by and between **Southern Environmental Services, Inc.**, of 2050 West Moore Street, Richmond, VA 23220 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited bids for asbestos abatement and demolition of three buildings; and

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

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

WHEREAS, County has selected Contractor for asbestos abatement and demolition of three buildings, according to the specifications in the Invitation for Bids;

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

- 1. Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Invitation for Bids # 15-120315 including any addenda and (3) Contractor's bid dated December 22, 2015. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
- 2. Time of Performance.** Contractor agrees to begin construction within ten (10) calendar days of receipt of County's Written Notice to Proceed, with all asbestos abatement and demolition to be completed no later than ninety (90) days after issuance of Notice to Proceed.
- 3. Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than ONE HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$172,296.00) (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.
- 4. Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to: Notice to Contractor shall be made to:
W. Kevin Massengill David Chandler

County Administrator P. O. Drawer 70 Dinwiddie, Virginia 23841 (804) 469-4500 accounting@dinwiddieva.us	Southern Environmental Services, Inc. 2050 West Moore Street Richmond, Virginia 23220 (804) 257-7900 dhandler@southernenv.com
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5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Invitations for Bids documents.
6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia or the United States District Court for the Eastern District of Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

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

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

Approved as to form:

William Hefty, Legal Counsel

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

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

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

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

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

BACKGROUND

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

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

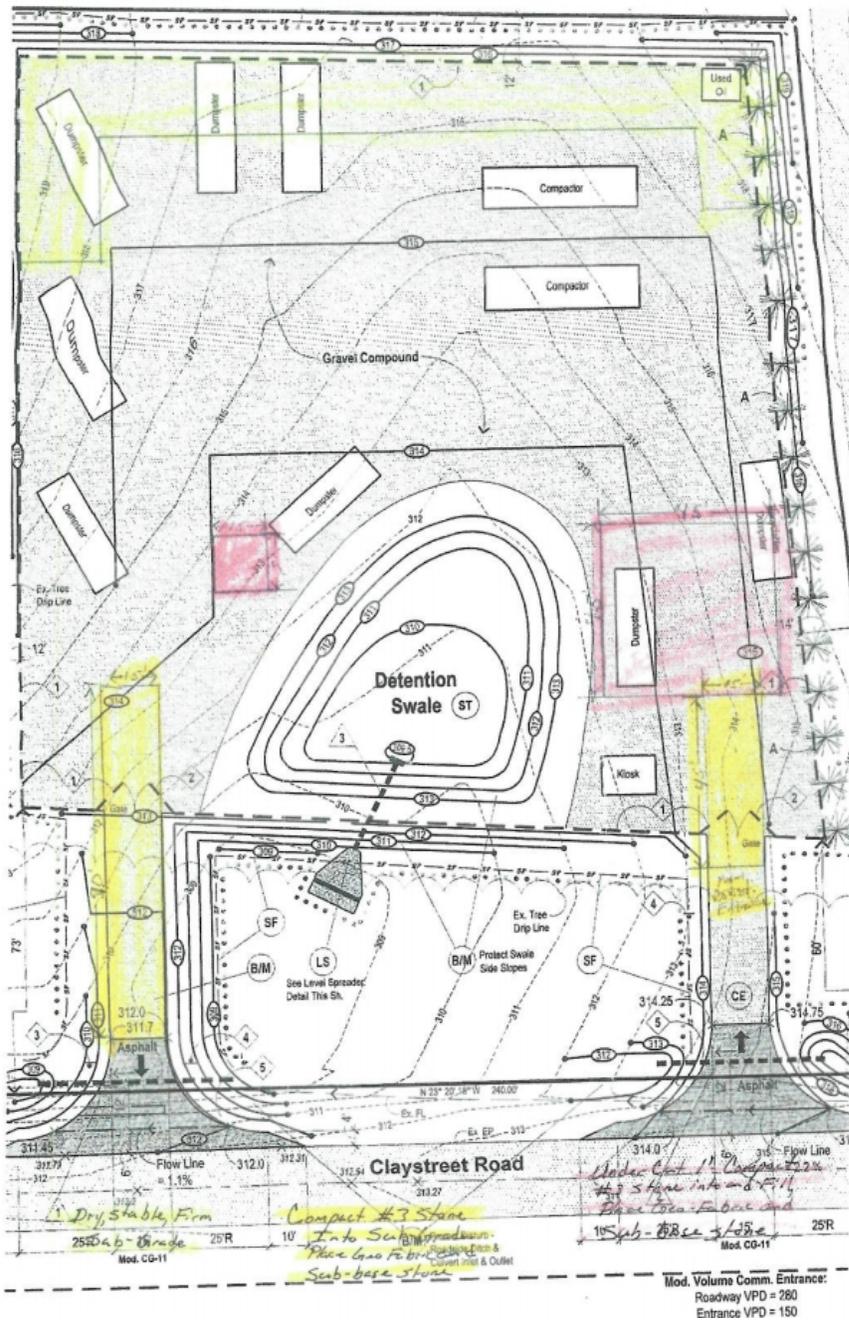
BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached change order to the original contract with Townsend & Sons Bulldozing LLC dated September 28, 2015 for site preparation and commercial entrances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

DAILY FIELD LOG

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

TIME ONSITE: 8:00 – 9:30

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



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

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

D. PPEA PROFESSIONAL A&E SUPPORT SERVICES TASK ORDER

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

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

BACKGROUND

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

CONTRACT NEGOTIATIONS

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

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

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

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

BE IT FURTHER RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached task order for A&E services with DJG Inc. in an amount not to exceed \$100,000.

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

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

8. CITIZEN COMMENTS

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

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

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

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

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

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

9. COUNTY ADMINISTRATOR COMMENTS

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

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

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

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

10. BOARD MEMBER COMMENTS

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

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

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

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

11. CLOSED SESSION

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

The Board convened into closed a closed meeting under:

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

- **Prospective Business and Industry**

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

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

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

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

D. §2.2-3711 (A) (1) Personnel:

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

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

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

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

CERTIFICATION

Whereas, this Board convened in a closed meeting under section

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

- **Prospective Business and Industry**

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

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

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

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

D. §2.2-3711 (A) (1) Personnel:

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

And whereas, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or of the matters identified in the motion discussed.

Now be it certified, that only those matters as were identified in the motion were heard, discussed or considered in the meeting.

Upon motion of Mr. Chavis, seconded by Mr. Lee, the Certification Resolution was adopted.

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

NAYS: None

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

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

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

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

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

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

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

Resolution

of the BOARD OF SUPERVISORS of DINWIDDIE COUNTY, VIRGINIA

Charles W. Rideout

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

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

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

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

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

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

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

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

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

14. PUBLIC HEARINGS:

A. CASE P-16-1

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

Planning Commission Mtg. Summary Report

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

CASE OVERVIEW

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

ATTACHMENTS

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

LAND USE/ZONING ANALYSIS

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

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

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

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

OVERVIEW OF IMPACTS

School System, Public Safety, & Public Utilities Impacts

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

Transportation Impacts

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

PROFFER STATEMENT

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

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

Staff Recommendation:

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

Staff recommends approval with proffers of the request to rezone the subject property based on:

1. The zoning classification requested, M-1, Industrial, Limited, with the proffer limiting the use of the property to the proposed uses and additional proffer conditions is compatible with the surrounding zoning pattern.; and
2. The requested zoning classification with the proffered use limitation and additional proffer conditions conforms to the underlying uses outlined in the Urban Area in the Comprehensive Land Use Plan for this general area of the County.

PLANNING COMMISSION RECOMMENDATION

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

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

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

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

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

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

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

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

BOARD ACTION

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

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that rezoning, P-16-1, as presented be (approved, approved with proffers, or disapproved) by the Board of Supervisors.

DINWIDDIE COUNTY PLANNING & ZONING DEPARTMENT
LAND USE AMENDMENT APPLICATION



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

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

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

1) LAND USE INFORMATION	
(Circle): BOS / PC / BZA	New/Renewal Previous/Renewed Case#: <u>P-16-1</u>
Amend Previous Case: Y / N Land Use Taxation: Y / N	
Application Type: (Circle One): <input type="checkbox"/> Variance <input type="checkbox"/> Administrative Variance <input type="checkbox"/> Conditional Use Permit <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Street Vacation <input type="checkbox"/> Special Exception <input type="checkbox"/> Amendment	
Description of Request: _____	
Existing Zoning: <u>A-2</u>	Existing Acreage: <u>136.41 AC</u>
Proposed Zoning: <u>M-1</u>	Proposed Acreage: <u>95 +/- AC</u>
	Total Acreage: <u>95 +/- AC</u>
Water (Circle One): <u>Public</u> Well	
Sewer (Circle One): <u>Public</u> On-site Well and Septic	
Attached: (circle): <u>Miscellaneous Information/Master Plan/Textual Statement/Proffered Conditions</u>	
2) APPLICANT/AGENT INFORMATION	
Applicant(s): <u>First Management Company, L C</u> (804) 862-9889 Home/Cell# _____	
Address: <u>P. O. Box 1838 Petersburg, VA 23805</u> Work# <u>804-862-9889</u>	
Agent(s): <u>Brian Mitchell, Terrain Site Engineering</u> Home/Cell# <u>536-4239</u>	
Address: <u>9850 Lee Rd., Chesterfield, VA 23832</u> Work# <u>748-9011</u>	
<input checked="" type="checkbox"/> Property Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Other: _____	
3) PROPERTY OWNER INFORMATION	
Property Owner's Name and address (see note on last page): <u>First Management Company, L C</u>	Property Owner's Mailing Address (If this address is different from that listed in the Assessor's Office.): _____
Contact# <u>804-862-9889</u>	_____
Property Tax Parcel Number: <u>21-102 part of, 21-100 part of</u>	Phone# _____

4.) SUBJECT PARCEL INFORMATION

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

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

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

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

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

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

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

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

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

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

N/A

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

N/A

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

See Attached

- 6. The required fee must accompany this application. A fee schedule is available from the Planning Department, 14016 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: Dec. 16th, 2015

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

AGENT'S NAME Brian Mitchell
(Typed or printed)

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

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

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

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

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

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

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



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

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

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

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

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

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

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

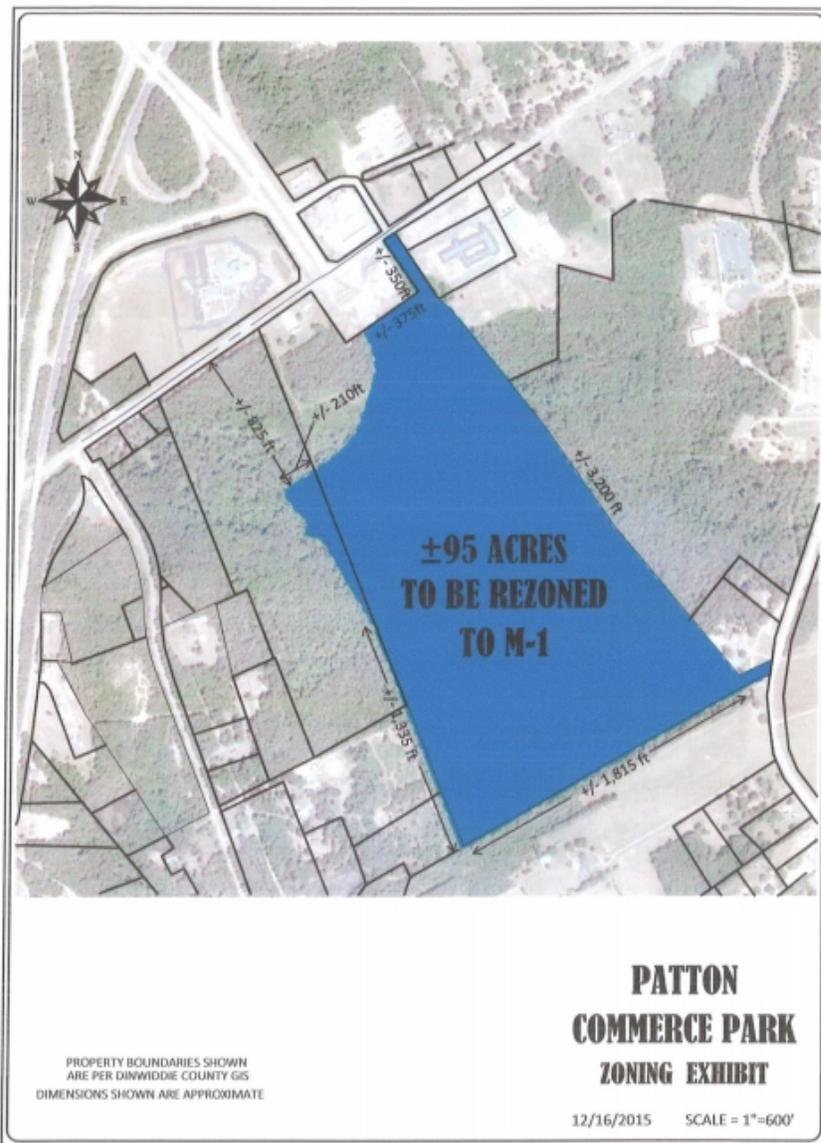
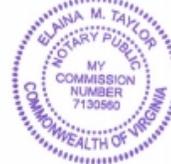
- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Rezoning Request (including proffers) | <input type="checkbox"/> Building Permit(s) | |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Subdivision Exception | <input type="checkbox"/> Landscape Plan |
| <input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

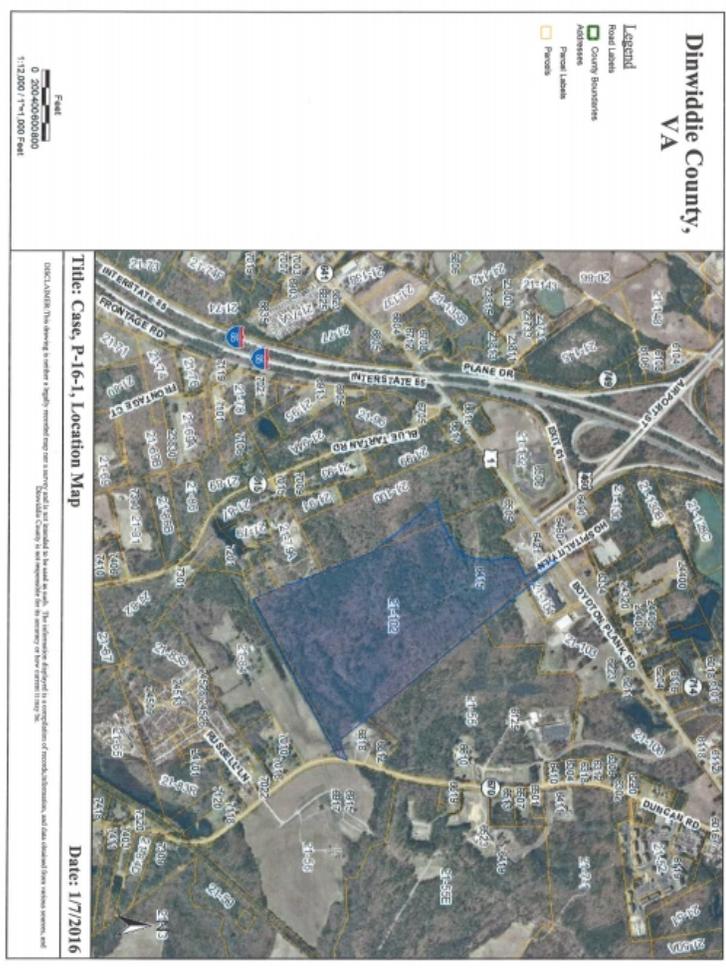
My attorney-in-fact shall have the authority to offer proffered conditions and to make amendments to previously approved proffered conditions except as follows:

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

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

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





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

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

PROFFERS

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

RECITALS

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

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

Conditions

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

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

WITNESS the following signature:

First Management Company, L.C.

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

COMMONWEALTH OF VIRGINIA

County of Chesterfield, to-wit:

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

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

My commission expires: 8/31/2017.

Tina L. Aldridge (SEAL)
Notary Public



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

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

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

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

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2- 2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that rezoning, P-16-1, as presented be approved with the amended proffers by the Board of Supervisors.

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

15. **OLD/NEW BUSINESS**

A. **APPOINTMENTS**

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

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

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

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

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

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

16. CITIZEN COMMENTS

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

17. BOARD MEMBER COMMENTS

Ms. Ebron-Bonner thanked everyone in attendance.

18. ADJOURNMENT

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

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

Brenda Ebron-Bonner
Chair

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

/sbw