County of Dinwiddie Board of Supervisors

MINUTES

Regular Meeting – June 21, 2016, 3:03 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*

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1. ROLL CALL

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. AMENDMENTS TO AGENDA

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

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

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

5. CONSENT AGENDA

A. Summary and Claims

CLAIMS	May 13, 2016	May 23, 2016	May 31, 2016	May 27, 2016	May 31, 2016	June 2, 2016	June 9, 2016	June 9, 2016	June 13, 2016	
	1098592-1098637	1098638-1098664	1098665-1098679 Payroll	1098680-1098713	1098715	1098716-1098770	1098771	1098772-1098779	1098780-1098839	TOTALS
101 - General Fund	$148,449.19	$43,681.93	$1,030,402.19	$1,680.00	$588.85	$182,276.81	$47,271.61	$240.00	$139,358.29	$1,593,948.87
103 - Jail Commission							$58.88			$58.88
105 - Recreation										$0.00
209 - Litter Grant Fund							$39.76			$39.76
210 - Economic Develpmt			$1,580.46			$3,694.02	$983.86		$3,584.00	$9,842.34
211-Community Service							$527.44			$527.44
219 - CSA										$0.00
226 - Law Library		$164.99								$164.99
228 - Fire Programs & EMS	$750.44	$5,672.00	$2,204.14			$55.30	$3,700.08		$920.00	$13,301.96
229 - Forfeited Asset Sharing Program										$0.00
305 - Capital Projects Fund	$86,010.50	$277,526.67				$56,299.07			$188,873.81	$608,710.05
401 - County Debt Service		$17,168.32				$38,834.00				$56,002.32
402 - School Debt Service										$0.00
724 - Abraham Scholarship										$0.00
	$235,210.13	**$344,213.91**	**$1,034,186.79**	**$1,680.00**	**$588.85**	**$281,159.20**	**$52,581.63**	**$240.00**	**$332,736.10**	**$2,282,596.61**

B. Minutes: May 17, 2016 Regular Meeting

C. Granting of Land Easement to Dominion Virginia Power – Ragsdale Community Center

MEMORANDUM

DATE: May 16, 2016
TO: Board of Supervisors
FROM: J. Rayfield Vines, III
CC: W. Kevin Massengill, County Administrator
Tammie Collins, Deputy County Administrator
Mark Basset, Director of Planning
Tyler Southall, County Attorney

SUBJ: Granting of land easement to Dominion Virginia Power – Ragsdale Community Center

BACKGROUND
The Dinwiddie County FY2016 Capital Improvements Plan (CIP) provided the final installment of funding for the development of the Ragsdale Community Center project in McKenney, Virginia. This center will provide a new location for the McKenney branch of the Appomattox Regional Library System, Virginia Cooperative Extension and 4-H Services and will expand community and recreational services to this area of the County. The Notice to Proceed for the renovation construction phase of this project was issued on December 9, 2015 and work was permitted to start on December 10, 2015. The construction timeline is scheduled to last 335 days and we are now in the fifth (5th) month of the

construction phase. As we proceed with the renovation of the 22, 000 square foot +/- facility, we have engaged Dominion Virginia Power to execute services to install the main power connection lines to the community center and pump house. Chris Rogge with Dominion Virginia Power provided the installation bill, underground agreement, material pick lists, fault current letters, revised connection line layouts and easement documents for both power line connections. As a part of the permanent power service connection, Dominion VA Power requires the customer to sign a right of way agreement for the designation of easement area/s, to give them permanent legal access to primary facilities, transformers and equipment installed for maintenance and service.

REQUESTED ACTION
Staff is asking for the approval of the following resolution.

RESOLUTION
BE IT RESOLVED that the attached right of way agreement with Virginia Electric and Power Company/Dominion Virginia Power is hereby approved, and the County Administrator is authorized to execute it with such changes as he may approve, substantive or otherwise."

Dominion

Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this _____ day of _____, _____, by and between

DINWIDDIE COUNTY

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE, its successors and assigns, the perpetual right, privilege and non-exclusive easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity, including the wires and facilities of any other public service company in aid of or to effectuate such internal telephone or other internal communication purposes; and for lighting purposes; including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as GRANTEE may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said non-exclusive easement shall extend VARIABLE (VARIABLE) feet in width across the lands of GRANTOR; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as GRANTEE may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said non-exclusive easement shall extend VARIABLE (VARIABLE) feet in width across the lands of GRANTOR.

Initials: _____ _____ _____
This Document Prepared by Virginia Electric and Power Company and should be returned to:
Dominion Virginia Power, PO Box 26666, Richmond, VA 23261.

(Page 1 of 6 Pages)
DVPIDNo(s). 02-16-0018
Tax Map No. 80A1-4-25; 80A1-4-29G

Form No. 729493-1 (Sep 2016)
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2. The easement granted herein shall extend across the lands of **GRANTOR** situated in DINWIDDIE COUNTY, Virginia, as more fully described on Plat(s) Numbered 02-16-0018 , attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

Initials: _____ _____ _____

Form No. 728493-2 (Sep 2016)
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7. **GRANTOR**,its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE**'s rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____ _____ _____

Form No. 728493-3 (Sep 2016)
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11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

_____
(Name)

_____
(Title)

COUNTY OF DINWIDDIE

By: _____

Title: _____

State of _____

County of _____, to-wit:

I, _____, a Notary Public in and for the State of _____

at Large, do hereby certify that this day personally appeared before me

in my jurisdiction aforesaid _____, _____
(Name of officer or agent) (Title of officer or agent)

on behalf of County, Virginia, whose name is

signed to the foregoing writing dated this _____ day of _____ ,20 16 ,and acknowledged the same before me.

Given under my hand _____, 20 _____

_____ _____
Notary Public (Print Name) Notary Public (Signature)

Virginia Notary Reg. No. _____ My Commission Expires: _____

(Page 4 of 6 Pages)

DVPIDNo(s) 02-16-0018

Form No. 723284 (Nov 2013)
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Dominion

Right of Way Agreement

Exhibit A

THIS RIGHT OF WAY AGREEMENT dated _____ _____, ____, by and between the

DINWIDDIE COUNTY

a political subdivision of the Commonwealth of Virginia ("GRANTOR"), and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation doing business in Virginia as Dominion Virginia Power ("GRANTEE") is hereby amended as follows:

1. This Right of Way Agreement shall be limited in duration and shall remain in force for a term of forty (40) years, except for any air rights together with easements for columns for support granted hereunder, in which case such air rights together with easements for columns for support shall exist for a term of sixty (60) years. At the end of any such term, this Right of Way Agreement shall automatically terminate unless GRANTOR agrees to renew this Right of Way Agreement for an additional term of years.
2. In the event that this Right of Way Agreement is terminated, or if the removal of GRANTEE's facilities is otherwise desired by GRANTOR, then GRANTOR agrees that it will pay the cost of removing GRANTEE's wires and facilities, and, if appropriate, the cost of replacing GRANTEE's wires and facilities. Upon the termination of this Right of Way Agreement, GRANTOR agrees to provide GRANTEE, if needed by GRANTEE, a suitable substitute easement subject to the same terms provided for herein for GRANTEE's wires and facilities. In the event that this Right of Way Agreement is revoked or terminated, all facilities constructed hereunder shall remain the property of GRANTEE.
3. GRANTOR covenants that in the event that GRANTOR sells or conveys the real property on which GRANTEE's wires and facilities are located by this Right of Way Agreement, GRANTOR will provide GRANTEE with a suitable permanent easement for GRANTEE's wires and facilities and, if necessary, pay the cost of relocating GRANTEE's wires and facilities to such permanent easement.

GRANTOR:
DINWIDDIE COUNTY
a political subdivision of the Commonwealth of Virginia

By: _____

Its: _____

DVPIDNo(s). 02-16-0018
(Page 5 of 6 Pages)

Form No. 728558 (Jul 2013)
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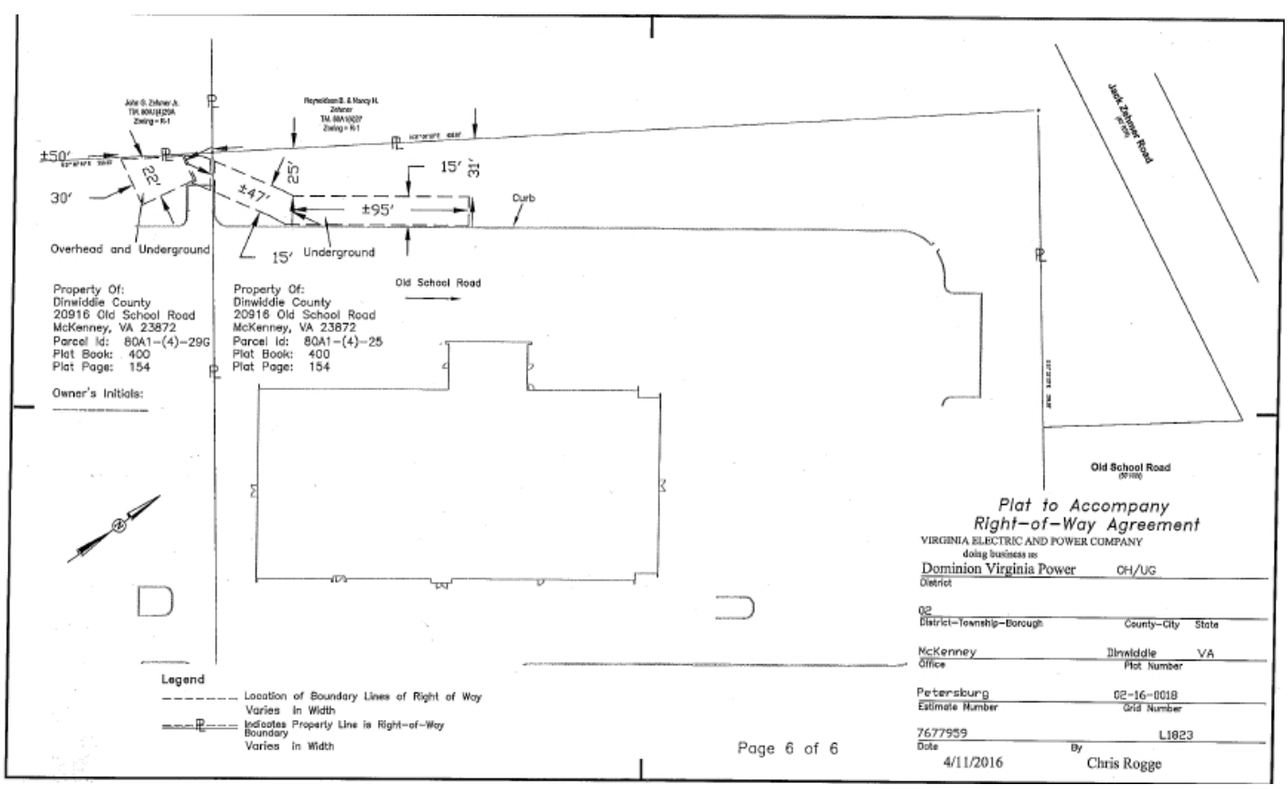

Upon motion of Mr. Chavis, seconded by Mr. Lee, the consent agenda was approved as presented.

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

6. REPORTS:

A. VIRGINIA DEPARTMENT OF TRANSPORTATION

DINWIDDIE COUNTY
June 21, 2016 – Monthly Report

MAINTENANCE

Dinwiddie Area Headquarters for the month of May 2016

- 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.
- Repaired pot holes on various primary and secondary roads.
- Removed trash bags picked up by Adopt -A- Highway citizens and Dinwiddie Sheriff's Dept. inmates on secondary roads.
- 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).
- Patched shoulder and roadway on Route 680 (Troublefield Rd).
- Machined various unpaved roads throughout the county.
- Cut and removed dead trees that had fallen along Routes 1, 619 (Courthouse Rd), and 701 (Quail Hollow Rd).
- Performed mowing operations along Routes 1, 40, and 460.
- Cut for sight distance safety around intersections throughout the county.
- Addressed citizen requests involving drainage issues on Routes 743 (Hart Rd) and 600 (Ferndale Rd).
- Patched a pot hole at the Hebron bridge approach on Route 460 west.
- Began rural rustic construction on Route 628 (Tranquility Lane).
- Machined low shoulders along Routes 460; 601 (River Rd), 751 (Cox Rd).
- Swept curb and gutter in the town of McKenney.
- Cleaned ditches and pipes on Route 709 (Shipping Rd.).

LAND DEVELOPMENT & PERMITS — **Paul Hinson, P.E.**

Dinwiddie County

Plans with outstanding comments or under review (Activity within last 90 days)

- Airpark Drive – Revised road plans submitted for review for needed improvements to bring remainder of Airpark Road to the County Convenience Center into the State system. Plans received on May 11, 2016.

- 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 May 19, 2016.

- Hofheimer Way Retail Site – Site plan submitted on March 22, 2016 for a proposed Dollar General store at the intersection of Route 775 (Hofheimer Way), and US 1. Comments issued on April 6, 2016.

Plans approved

- None.

LUP Permits Issued and Completed

Permit Number	Permittee	Dinwiddie County	Permit Issuance Date	Permit Completion Date
57897	S. B. Cox, Inc.	26	5-10-16	
57248	Southside Electric Cooperative	26	5-25-16	
57892	Everett Brothers Properties, Inc.	26	4-28-16	
57906	Austin & Sons Logging, Inc.	26	5-24-16	
57893	Angela D. Sampson-Scott	26	4-28-16	
57902	Donald L. Williams	26	5-12-16	
57896	Slade & Sons Construction, LLC	26	5-10-16	
57825	Bostic Real Estate Properties, LLC	26	10-30-15	5-25-16
57836	Bostic Real Estate Properties, LLC	26	12-11-15	5-25-16
57888	David L. Hinson	26	4-26-15	5-5-16

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: November 15, 2017
Description: Concrete patching near completion; main line paving to continue

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

Contractor: Adams Construction Co.
Name: I-85 NB Restore existing pavement
CM: Smith
Fixed Completion Date: November 15, 2016
Description: Concrete patching began May 16, 2016.

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: 9-4-2016
Description: Notice to proceed has been issued for July 1, 2016

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: Phase I is complete. Phase II deck has been poured. Contractor plans to form and pour pedestal, install railing, and pedestrian fence in the next month. Project is on schedule to meet 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 Roundabout at Route 600 (Ferndale Road) and Route 226 (Cox Road).
Comments: Contractor will continue with storm drain installation, and grading of Cox Road WB to include: installation of curb and gutter and sidewalk, and laying asphalt. Contractor closed Westgate Drive on May 23rd in order to work on sanitary sewer installation and grading operations. No problems have been encountered as a result of this closure.

UPC 107812 / Order 404 /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-June. Patching is complete.

TRAFFIC STUDIES/SPECIAL REQUESTS

- Route 670 (Duncan Road) – Requested TE revisit the study to see if the speed reduction can start at the intersection of Route 673 (Smith Grove Rd.).

7. ACTION ITEMS:

A. Appointment of Danielle Montgomery, Deputy Animal Control Officer

Alvin Langley, Animal Control Manager, presented the following memorandum and resolution to the Board for approval.

Date: June 21, 2016

To: Dinwiddie County Board of Supervisors

From: Alvin L. Langley, Animal Control Supervisor

Subject: Appointment of Deputy Animal Control Officer

BACKGROUND

Pursuant to the Code of Virginia Section 3.2-6555, the County of Dinwiddie is required to appoint an officer to be known as the Animal Control Officer and may also appoint one or more deputy Animal Control Officers.

With the hiring of Danielle Montgomery to the position of full time Deputy Animal Control Officer, the Board of Supervisors has the need to appoint her to that position for the County of Dinwiddie.

REQUESTED ACTION

Approve a motion to appoint Danielle Montgomery as Deputy Animal Control Officer.

MOTION(S)

I hereby move to appoint Danielle Montgomery, as Deputy Animal Control Officer for Dinwiddie County.

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

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

B. Appointment of FOIA Officers

Tyler Southall, County Attorney, presented the following memorandum and resolution to the Board for approval.

To: **Board of Supervisors of Dinwiddie County, Virginia**

CC: **W. Kevin Massengill, County Administrator**
Anne Howerton, Deputy County Administrator
Tammie J. Collins, Deputy County Administrator
Dennis Hale, Division Chief, Fire & EMS
Stephanie Wray
Heather Jennings

From: **Tyler Southall, County Attorney**

Date: **June 21, 2016**

Subject: **Appointment of FOIA Officers**

Background:

House Bill 818 amended Section 2.2-3704.1 of the Code of Virginia, adding more requirements for localities with respect to the Virginia Freedom of Information Act. HB 818 requires localities to post a link to certain information regarding the Rights and Responsibilities of Freedom of Information Act requesters and to appoint one or more FOIA officers. It is the suggestion of staff that Candace Townsend be appointed as FOIA officer over matters pertaining to the Fire & EMS Division and that the Executive Assistant to the County Administrator be appointed as the FOIA officer with respect to matters pertaining to County Administration, the Division of Planning and Community Development, and the Division of Finance and General Services. Staff also recommends that the Heather Jennings be appointed FOIA officer for administration and all divisions.

Resolution:

BE IT RESOLVED THAT (i) Candace Townsend be appointed as the County FOIA officer with respect to the records of the Fire & EMS Division, (ii) the Executive Assistant to the County Administrator (who is currently Stephanie Wray) be appointed as the County FOIA officer with respect to the records of County Administration, the Division of Planning and Community Development, and the Division of Finance and General Services, and (iii) Heather Jennings is appointed FOIA officer for administration and all three aforementioned divisions.

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

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

C. Contract Awards: Department of Children's Services Providers

Anne Howerton, Deputy County Administrator, Finance and General Services, presented the following memorandum and resolution to the Board for Approval.

TO: The Board of Supervisors

FROM: Anne Howerton

DATE: June 21, 2016

SUBJ: Department of Children's Services Provider Contract Awards

BACKGROUND
The Code of Virginia Sections 2.2-4345(A) (14) and 2.2-5214 govern the procurement of certain services for the children under the care and responsibility of the Dinwiddie County Department of Children's Services. The County contracts with various vendors to provide services as deemed necessary by the County's Family Assessment and Planning Team (FAPT) and Community Policy and Management Team (CPMT). Once vendors are under contract with the County, Purchase of Services Orders (PSO) are executed between the County and the providers for the particular services required by each child. Since the cost of these services may exceed the County Administrator's $50,000 purchasing limit as set by the County's procurement policy, these contracts are being brought to the Board of Supervisors for approval.

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 CSA services with each of the vendors in Attachment A with such changes substantive or otherwise as he may approve for the July 1, 2016 to June 30, 2018 time period.

BE IT FURTHER RESOLVED that the contracts with each of the vendors for the July 1, 2015 to June 30, 2017 time period are hereby ratified and approved by the Board of Supervisors of Dinwiddie County, Virginia.

BE IT FURTHER RESOLVED that the Director of the Dinwiddie County Department of Children's Services is authorized to enter into Purchase of Services Orders pursuant to the aforementioned contracts with the aforementioned vendors.

County of Dinwiddie

Department of Children's Services

P.O. Box 193 * 14101 Boydton Plank Rd. * Dinwiddie, Virginia 23841
PHONE: (804) 469-5391 FAX: (804) 469-5398

Virginia Juvenile Community Crime Control Act (VJCCCA) **Community Service** **Children's Services Act (CSA)**

Principal Agreement for Services

Introduction

This Principal Agreement ("Contract") is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services to any and all children under the care and responsibility of Dinwiddie County Department of Children's Services. In order for this Contract to be valid and enforceable, it must be signed by the County Administrator, and by an authorized agent of _____.

This Contract is effective as of this 1st day of July, 2016, between the Dinwiddie County Department of Children's Services ("**the Buyer**") and _____ ("**the Provider**"), and shall expire at the close of business on 30th day of June, 2018.

This is a term agreement for requirements and does not involve a definite financial obligation on the part of the Buyer, although the Buyer shall use this contract for the limitation of procurement of services as seen fit and or specified.

This Contract may be terminated by either party with thirty (30) days written notice.

1. Adherence to Law. This Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent health and behavioral health accreditation agencies / organizations. The Buyer may modify this Contract to comply with any requirements mandated by federal, state or local law by giving written notice of said modification to the Provider.

2. Choice of Law and Forum. This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in the Dinwiddie County. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.

3. **Specific Interpretations.**
A. ***Waiver.*** The failure of the Buyer to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any of the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.
B. ***Remedies Cumulative.*** All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.
C. ***Severability.*** If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid.

D. ***Captions.*** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.
E. ***Contract Construal.*** Neither the form of this Contract, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

4. **Purchase of Services Order.**
A. ***Requirement for PSO.*** A Purchase of Services Order (PSO) shall be issued for any and all discrete services that are to be provided by the Provider to any child under the supervision or authority of the Buyer. No services shall be administered to a child under the supervision or authority of the Buyer without a PSO authorizing such discrete services signed by the Director of Children's Services and the Provider.
B. ***Contents of PSO.*** The PSO shall define the terms of purchase and service delivery to a specific child. The PSO shall include the proposed objectives, the term of service, and the type of services to be rendered to the child. The child's Individual Family Services Plan (IFSP) shall be considered by the Provider and the Buyer in determining the proposed objectives, the term of service and the types of services to be rendered to the child.
C. ***Charges under PSO.*** The Provider agrees to charge the Buyer for only those services described in the PSO and in accordance with the Billing provisions of Section ten (10) of this Contract. The provider agrees to invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid and other identified alternative funding source as directed by the buyer.
D. ***Adjustment or Termination of PSO by Buyer.*** The Buyer may adjust or terminate the PSO at any time as a result of changes in the child's eligibility for or progress with services or if the Buyer deems it to be in the child's best interest to terminate the PSO. In the event that the Buyer becomes unable to honor any or all approved PSOs for causes beyond the Buyer's reasonable control, including, but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the Buyer may terminate or modify any or all PSOs issued pursuant to this Contract as necessary to avoid delivery of services for which the Buyer cannot make payment. The Buyer shall notify the Provider immediately as soon as it becomes aware of such a cause for termination.
E. ***Termination of PSO by Provider.*** The Provider may only terminate a PSO prior to its expiration in the event of the child subject of the PSO committing an infraction considered a Serious Incident as defined in Section fourteen (14) of this Contract and the Provider having followed the notice requirements stated therein. In the event of termination of a PSO, all reasonable efforts will be made to give the Buyer 30 days written notice prior to termination of services to the child. Such written notice shall include the specific reason(s) for terminating services to the child.

5. **Employee Background Checks:** Employees providing services to or having contact with a client placed by (provider) must be checked through the child protective service registry in the state the client is placed within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment this state must also be checked. If the Provider is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Provider to the Buyer with thirty (30) days of receipt of such notice. Employees providing services to or having contact with a client placed by (provider) must also be checked through a criminal records background check in the state the client is placed within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment this state must also be checked through a criminal records background check. If the Provider is notified that any of its employees have a felony conviction, then this information will be made available by the Provider to the Buyer with thirty (30) days of receipt of such notice. The provider will be in compliance with its state's laws, regulations and licensure requirements relating to the conducting of criminal checks of its employees.

6. **Licensure**: The Provider represents and warrants that it (1) duly holds all necessary licenses required by local, State, federal laws and regulations and (2) will furnish satisfactory proof of such licensure to the Buyer's representative within ten (10) days after the execution of the Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify in writing – within five (5) days - the Buyer in the event such licensing is suspended, withdrawn or revoked. The Provider agrees that such suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of the Buyer to pay the Provider's invoices.

7. Service Quality. The Provider shall provide services at or above the quality standard in the industry at which the service is provided. The description or evaluation written in the Service Fee Directory of the Profile of Services and Prices shall set forth the minimum level of service acceptable.

The Provider shall permit representatives of the Buyer to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of the Buyer. Such reviews shall include, but are not limited to, meetings with

consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child under the supervision and authority of the Buyer, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of the Buyer. Such reviews may occur as deemed necessary by the Buyer and may be unannounced.

8. Service Rates. The rates for services provided to a specific child by the Provider shall be set forth in the PSO for the child. The Provider may not increase the rate for any service described in a PSO during the term of the PSO unless the PSO provides for an automatic rate increase option, in which case the rate may only be increased in the initial month of the Buyer's fiscal year and must be agreed to in writing by the Buyer. The provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year.

The Provider shall provide to the Buyer written notice of any planned rate increase (90 days) prior to the initial month of the Buyer's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted in triplicate to the Buyer's Children's Services Act Manager.

9. **Medicaid.** The Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child under the supervision or authority of the Buyer. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the provider shall be the sole responsibility of the Provider. The Provider shall provide the Buyer with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one working day) of receipt of such by the Provider. All other documentation specific to Medicaid received by the Provider shall be provided in writing to the Buyer within forty-eight (48) hours (two working days) by the Provider. The Buyer shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider.

With written authorization from the child's parent or legal guardian to do so, the Buyer shall supply the Provider with the child's Medicaid number, if applicable. The Buyer shall also Include a Certificate of Need from FAPT within 30 days prior to placement that indicates necessity of placement for residential treatment or a FAPT Assessment indicating medical necessity for therapeutic foster care placements; Provide a complete copy of the DSM-IV diagnosis; Provide a completed CANS dated within 90 days of placement and as designated by State and Local Policy, Updated CANS should be given to the Provider in a timely manner for inclusion in the "Continued State Review" forms to DMAS prior to the expiration of the authorization period; Provide any relevant documentation for each child eligible for Medicaid reimbursement.

10. **Billing.** The Provider shall bill the Buyer each month for all services rendered to a child pursuant to a PSO. The Provider shall bill the Buyer for any and all services provided within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the Buyer for such services within forty-five (45) days of the date of the service.

The Provider's invoice shall list: the applicable services provided by funding source category as directed by the buyer and shall specify the name of the child to whom each service was provided and the month of service. The amount billed for services shall be the amount agreed upon in the PSO authorizing services to the child to whom the service was provided. The Provider agrees to bill and the Buyer agrees to pay for only those services authorized by the PSO for a specific child.

The Provider shall bill the Buyer for the actual number of hours and one minute increments of service provided to the child.

In the event of an absence of a non-residential child for a previously scheduled service, the Buyer agrees to pay to the Provider the service rate agreed to in the PSO for the child for up to ten (10) such occurrences per Buyer's fiscal year.

The Buyer shall return incorrect invoices without payment to the Provider for correction within forty-five (45) days of receipt of the invoice.

Within fifteen (15) days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to the Buyer for payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the Buyer within fifteen (15) days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the Buyer within the fifteen (15) day limit, then the Buyer shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the Buyer of any overpayment for services by the Buyer.

11. **Accounting and Record Keeping.** The Provider shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any

source. The Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract and any PSO for a child under the supervision or authority of the Buyer on forms designated by the Buyer.

The Provider agrees to retain all books, records, and other documents relative to this Contract and any PSO for a child under the supervision or authority of the Buyer for five (5) years after any final payment pursuant to this Contract and any PSO for a child under the supervision or authority of the Buyer or as long as necessary for purposes of any unresolved state or federal audit. The Buyer, its authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials during an audit.

12. **Confidentiality.** Any information obtained pursuant by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of the Buyer, or such child's family members shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibility for services under this Contract. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.

13. **Reports**: Unless otherwise stipulated, the Provider shall submit to the Buyer a proposed written IEP or IFSP, as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP/IFSP shall include at least the following information: type(s) and number(s) of disabilities, mental health and mental retardation diagnoses, or delinquent behaviors for which the purchased services are intended to address, prognosis, short and long term goals, expected outcomes, and performance timeframes mutually agreed to between the Buyer and Provider when the services are purchased. Progress reports shall include progress or lack of progress of child on long and short term goals, and reasons thereof, any anticipated change to expected outcomes, medications administered (if any), and any significant incidents affecting the child. All reports shall be as accurate and precise as possible. If the Provider fails to provide any written treatment plan, progress report, or termination report in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.

The Provider shall provide the case manager with a copy of any reports of annual physical and dental examinations and psychological or psychiatric examinations of the child/youth conducted while under the care of the Provider.

If requested by the Buyer, the Provider shall provide a monthly utilization report for each child. The Provider shall submit the monthly utilization report within five (5) days after the end of each calendar month.

Upon two weeks notice of a meeting of the FAPT for a child, the Provider shall ensure that a representative with personal knowledge of the progress of the child and authority to bind the Provider attends and participates in such meeting

14. **Serious Incident Reporting**: The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the Buyer. A serious incident includes, among others, abuse or neglect; criminal behavior; death; emergency treatment or hospitalization; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; malnutrition; serious illnesses, (such as tuberculosis or meningitis); serious injury (accidental or otherwise); suicide attempt; unexplained absences or absences without leave; or other incidents which jeopardize the health, safety, or well-being of the youth.

Within 24 hours of a serious incident, or by the next business day, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within 48 hours of the serious incident, the Provider shall complete and submit to the case manager of the placing agency for each youth involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and include:

Name of facility/provider; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency name; placing agency case manager' name; where the incident occurred, description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date.

Separate reports should be completed and submitted for each child/youth involved and placed by the Buyer. The provider is responsible for ensuring the confidentially of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred the case manager will notify the Provider of the allegation. The provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

15. **Transportation to Court.** The Provider agrees to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. The Buyer agrees to provide the Provider with notice of a scheduled court date at least 10 business days prior to such date. The Provider agrees to notify the Buyer at least 10 business days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

The Provider further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Contract. The Provider agrees to bill the Buyer for costs of transportation in accordance with the Billing provisions agreed to in this Contract.

16. **Grievances.** In the event that a child under the supervision or authority of the Buyer submits a complaint to the Buyer concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control and make available all witnesses, if any, relevant to such complaint to the Buyer upon a request by the Buyer for such information.

17. **Subcontracts.** The Provider shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of the Buyer. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract and any PSO signed pursuant to this Contract (including but not limited to conducting required criminal background checks/child protective service registry checks of subcontractors' employees). The Provider shall be solely responsible for the performance of any of its subcontractors.

18. **Not Employees.** The Provider's performance under this Contract is as an independent contractor, and neither the Provider nor its employees, assignees or subcontractors shall be deemed employees of the Buyer while performing under this Contract.

19. **Insurance.** The Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming the Buyer as an additional insured, and shall furnish the Buyer with a certificate of insurance prior to commencing work upon any PSO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without ninety days written notice to the Buyer. The following insurance is required:

A. Commercial general liability insurance, written on an occurrence basis which shall insure against all claims, loss, cost damage, expense or liability from loss of life or damage or injury to person or property arising out of the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be $1,000,000 combined single limit for any one occurrence. 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 the Buyer insurers. The provisions of this paragraph shall be deemed included in the contract as if fully set out therein.

B. Contractual liability broad form insurance shall include the indemnification obligation set forth in this contract.

C. Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employers' liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers liability insurance will be $100,000 for bodily injury by accident each occurrence, $100,000 bodily injury by disease (policy limit) and $100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against the Buyer, its officer, employees, agents, volunteers and representatives.

D. Automobile liability insurance shall be at least $1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.

E. Professional liability insurance with a minimum of liability of $1,000,000.

The insurance coverage in amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of $1,000,000. Should an umbrella liability coverage policy be used to satisfy the requirements of this section, such coverage shall be accompanied by a certificate of endorsement stating that the policy applies to all of the above types of insurance.

20. **Indemnity.** The Provider shall indemnify, defend and hold harmless Buyer, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its

obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents employees and subcontractors.

21. **Force Majeure.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities or delays or defaults of public carriers, which cannot reasonably be forecast or provided against.

22. **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 Buyer shall be made to:	**Notice to Provider shall be made to:**
County of Dinwiddie	Grafton, Inc.
Department of Children's Services	
P. O. Box 193 (14101 Boydton Plank Road)	
Dinwiddie, VA 23841	
With a Copy to: Dinwiddie County Attorney P.O. Drawer 70 Dinwiddie, VA 23841	

23. **Miscellaneous.**
A. ***Additional Provisions.*** General Terms and Conditions as required by the Virginia Public Procurement Act are attached hereto as "Attachment A" and made a part hereof. Any document referred to in this Contract but not attached hereto is hereby incorporated in this Contract by reference.
B. ***Merger.*** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Provider and the Buyer regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Provider and the Buyer regarding this Contract's subject matter shall be of any effect.
C. ***Modification.*** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the Provider and the Buyer given in the same manner and form as the original signing of this Contract.
D. ***Order of Precedence.*** Where there exists any inconsistency between the provisions of this Contract and the provisions other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.

Signatures:

_____	_____	_____
Name and Title	Provider	Date
_____	_____	_____
W. Kevin Massengill County Administrator	Buyer	Date

Approved as to Form:

_____
County Attorney

ATTACHMENT A
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. <u>Anti-Discrimination Statement by Contractor</u>
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. 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.

E. <u>Payment:</u>

(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) <u>To Subcontractor(s)</u>:

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.

F. 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 any time 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.

G. 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.

H. 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.

VendorContractsReturnedTable20142016 (7.1.16 – 6.30.18)

Vendor's Name	Fiscal Years	Contract Mailed	Contract Returned	Documents Received
Associated Educational Svcs of VA, Inc(AES)	7/1/14-6/30/16	5/23/2014	6/24/2014	☑
Braley & Thompson, Inc.	7/1/14-6/30/16	5/23/2014	8/27/2014	☑
Center for Child & Family Services, Inc.	7/1/14-6/30/16	5/27/2014	6/26/2014	☑
Centra Health/Rivermont Schools-Greater Ptg	6/26/14-6/30/16	6/26/2014	7/11/2014	☑
Clinical Alternatives	7/1/14-6/30/16	5/27/2014	5/29/2014	☑
Cornerstone Therapy Associates	7/1/14-6/30/16	5/27/2014	6/1/2014	☑
Dominion Behavioral HealthCare/Dr. Begali	7/1/14-6/30/16	5/27/2014	6/6/2014	☑
Dominion Youth Services/Dominion Day Svcs	7/1/14-6/30/16	5/27/2014	6/11/2014	☑
Don Wilhelm, LCSW	6/20/14-6/30/16	6/20/2014	7/11/2014	☑
Family Focus	7/1/14-6/30/16	5/27/2014	6/2/2014	☑
First Home Care	7/1/14-6/30/16	5/27/2014	7/2/2014	☑
Good Neighbor Counseling	7/1/14-6/30/16	5/27/2014	6/10/2014	☑
Hallmark YouthCare	7/1/14-6/30/16	5/27/2014	6/13/2014	☑
Harbor Point Behavioral Health Center	7/1/14-6/30/16	5/27/2014	6/23/2014	☑
Hodges Clinical Services	6/20/14-6/30/16	6/20/2014	6/20/2014	☑
HumanKind (form PresbyterianHFS)	7/1/14-6/30/16	5/30/2014	6/9/2014	☑
Intercept Youth Services	7/1/14-6/30/16	5/27/2014	5/30/2014	☑
Jackson-Field Homes, Inc.	7/1/14-6/30/16	5/30/2014	6/5/2014	☑
KidsPeace, National Centers of North America	7/1/14-6/30/16	5/28/2014	7/21/2014	☑
Lutheran Family Services	7/1/14-6/30/16	5/30/2014	6/5/2014	☑
Luv Em Like Mines	7/1/14-6/30/16	5/30/2014	7/14/2014	☑
Mutual Gain, Inc.	7/1/14-6/30/15	5/30/2014	6/6/2014	☑
National Counseling Group, Inc.	7/1/14-6/30/16	5/30/2014	6/12/2014	☑
Newport News Behavioral Health Center	7/1/14-6/30/16	5/30/2014	6/25/2014	☑
NorthStar Academy	7/1/14-6/30/16	5/30/2014	6/25/2014	☑
Open Arms Family Services	7/1/14-6/30/16	5/30/2014	7/9/2014	☑
Outreach Services	7/1/14-6/30/16	5/30/2014	6/26/2014	☑
Phoenix House	7/1/14-6/30/16	5/30/2014	7/10/2014	☑
Poplar Springs Hospital	7/1/14-6/30/16	5/30/2014	6/30/2014	☑
Rehabilitation Associates	7/11/14-6/30/16	7/11/2014	7/15/2014	☑
Replay Counseling Center, LLC (form PointMd	7/1/14-6/30/16	5/30/2014	6/26/2014	☑
Riverside Behavioral Health System	7/1/14-6/30/16	6/26/2014	7/10/2014	☑
Specialized Youth Services	7/1/14-6/30/16	5/30/2014	6/14/2014	☑
St. Joseph's Villa	7/1/14-6/30/16	5/30/2014	6/24/2014	☑

VendorContractsReturnedTable20142016

Vendor's Name	Fiscal Years	Contract Mailed	Contract Returned	Documents Received
TALK,LLC(Teaching Articulation & Lang 2 Kids	2/5/14-6/30/16	2/5/2014	2/5/2014	☑
The Bair Foundation of VA	7/1/14-6/30/16	7/17/2014	7/24/2014	☑
The Faison School of Autism	7/1/14-6/30/16	5/30/2014	6/16/2014	☑
The Hughes Center	11/10/14-6/30/16	11/10/2014	11/11/2014	☑
The LEAD Center	7/1/14-6/30/16	5/30/2014	6/23/2014	☑
United Methodist Family Services	7/1/14-6/30/16	5/30/2014	6/4/2014	☑
VA Home for Boys and Girls	7/1/14-6/30/16	8/1/2014	8/4/2014	☑
Progressive Community Outreach	7/1/16 – 6/30/18			
Allied Instructional Services, Chris Martin				

Upon motion of Mr. Moody, seconded by Mr. Lee, the resolution was approved as presented.

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

D. Contract Award: Animal Control and Fire and EMS Vehicles

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

TO: **The Board of Supervisors**

FROM: **Nick Sheffield**

DATE: **June 21, 2016**

SUBJ: **Contract Award – Animal Control / Fire & EMS Vehicles**

BACKGROUND

The FY 2017 operating budget for Animal Control provides funding for the replacement of a high mileage Animal Control Officer's vehicle. Also, the FY 2017 capital improvements plan budget provides funding for the replacement of an EMS first responder vehicle. That current first responder vehicle will be shifted to the EMS Manager. The two vehicles are identical 2016 Chevrolet 1500 pickup trucks priced at $28,284 each, for a total of $56,568.

CONTRACT NEGOTIATIONS

We utilized a cooperative procurement contract from Chesterfield County to purchase these vehicles from RK Chevrolet. The vehicles will take approximately 60-90 days to receive from time of order.

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 two Chevrolet trucks with RK Chevrolet with any changes, substantive or otherwise as may be approved by the County Administrator.

CONTRACT

DINWIDDIE COUNTY
2016 ½ Ton Pickup Trucks

The Agreement is made this 21st day of June 2016, by and between **RK Chevrolet, Inc.** of 2661 Virginia Beach Boulevard, Virginia Beach, Virginia 23452 (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 procure two (2) 2016 ½ Ton Pickup Trucks for use by Animal Control and Dinwiddie Fire; and

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

WHEREAS, County has selected Contractor to provide two (2) 2016 ½ Ton Pickup Trucks;

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

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions and (2) Chesterfield County's Contract #14-1108 including all amendments. 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.** Contractor agrees to furnish vehicles within ninety (90) days of executed contract.

3. **Costs.** Contractor agrees to provide vehicle pursuant to this Contract for a total of FIFTY-SIX THOUSAND FIVE HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS ($56,568.00) (the "Contract Price"). Base price and options are listed below. Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County reviewed and accepted vehicles and notified Contractor of its acceptance of same.

Description	Qty	Unit Price	Total
2016 Chevrolet Silverado 1500 – Base Price	2	$20,139.00	$40,278.00
• Add 5.3L V8	2	$1,330.00	$2,660.00
• Add 4WD, Double Cab, Towing Package	2	$5,845.00	$11,690.00
• Add Trailer Brake Control	2	$275.00	$550.00
• Add Skid Plates	2	$100.00	$200.00
• Add Locking Rear Differential	2	$395.00	$790.00
• Add 265/70 r 17 tires, per set	2	$200.00	$400.00
Total		**$28,284.00**	**$56,568.00**

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	Ken Stolle
County Administrator	RK Chevrolet, Inc.
P. O. Drawer 70	2661 Virginia Beach Boulevard
Dinwiddie, Virginia 23841	Virginia Beach, Virginia 23452
(804) 469-4500	(757) 431-6584
accounting@dinwiddieva.us	kstolle@rkautogroup.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.

Dinwiddie County, Virginia	RK Chevrolet, Inc.
By:_____ W. Kevin Massengill County Administrator	By: _____ Title: _____
Attest:_____	Attest: _____
Approved as to form:	Department Approval:
_____ County Attorney	_____ Dennis Hale, Chief of Fire & EMS

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

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

E. Dinwiddie County Water Authority Support Agreement

Ted Cole of Davenport and Company explained that the Dinwiddie County Water Authority (DCWA) has an opportunity to refinance existing debt. This refinancing will reduce the Authority's annual payment. Mr. Cole presented the following to the Board, and noted that he also presented this material to the DCWA and the Dinwiddie County Water Authority voted to proceed with BB&T option.

2016 Direct Bank Loan RFP Results

Summary of Key Decision Points

DINWIDDIE County WATER AUTHORITY

Bank		Final Maturity		Period Fixed	Interest Rate	Prepayment Penalty	Acceptance / Rate Expiration	Bank Fees	Bank Counsel Bank Fees
1 BB&T	2016A	12/1/2027		Life of Borrowing	2.060%	Prepayment in whole on a scheduled payment date with a 1% prepayment penalty during the first half of the term, thereafter at par.	June 21, 2016 / By July 24, 2016	$0	$5,000
	2016A	12/1/2031		Life of Borrowing	2.270%	Prepayment in whole on a scheduled payment date with a 1% prepayment penalty during the first half of the term, thereafter at par.			
	2016B	10/1/2020		Life of Borrowing	1.310%	Prepayment in whole on a scheduled payment date without a prepayment penalty.			
2 Signature Public Funding	2016A	12/1/2027			No Bid				
	2016A	12/1/2031			No Bid				
	2016B	10/1/2020		Life of Borrowing	1.510%	Prepayable at 101%.	Not stated / By July 15, 2016	$0	$4,500
* Subject to Final Credit Approval.									
3 Towne Bank	2016A	12/1/2027	A.	5 Year	2.260%	All Options: Prepayable in whole or part at any time without penalty.	Not stated / By July 15, 2016	0.10%	Not provided but states that the Authority is responsible for Bank Counsel fees
			B.	7 Year	2.420%				
			C.	10 Year	2.580%				
	2016A	12/1/2031	D.	11 Year	2.680%				
	2016B	10/1/2020			2.200%				

Comparison: Direct Bank Loan vs. VRA

Bank RFP Results vs. VRA Current Market as of 6/9/2016

DINWIDDIE County WATER AUTHORITY

A	B	C	D	E	F	G	H	I	J
1 Borrowing Details	BB&T			BB&T			2016 VRA Summer Pool (Estimated Current Market)		
2	Bank Option 1			Bank Option 2			Estimated as of 6/9/2016		
3 Summary of Key Assumptions	2016A	2016B	Total	2016A	2016B	Total	2016A	2016B	Total
4 Closing / Funding Date	7/14/2016	7/14/2016	7/14/2016	7/14/2016	7/14/2016	7/14/2016	8/10/2016	8/10/2016	8/10/2016
5 1st Interest Payment Date	12/1/2016	10/1/2016	10/1/2016	12/1/2016	10/1/2016	10/1/2016	10/1/2016	10/1/2016	10/1/2016
6 1st Principal Payment Date	12/1/2016	10/1/2016	10/1/2016	12/1/2016	10/1/2016	10/1/2016	10/1/2016	10/1/2016	10/1/2016
7 Final Maturity	12/1/2027	10/1/2020	12/1/2027	12/1/2031	10/1/2020	12/1/2031	10/1/2027	10/1/2020	10/1/2027
8 Total Term (in Years)	11.4	4.2	11.4	15.4	4.2	15.4	11.1	4.1	11.1
9 Pool Annual Administration Fee	N/A	N/A	N/A	N/A	N/A	N/A	0.125%	0.125%	0.125%
10 Interest Rate / TIC	2.060%	1.310%	1.985%	2.270%	1.310%	2.195%	1.679%	1.164%	1.629% (1)
11									
12 Sources of Funds									
13 Par Amount	$3,483,000	$964,000	$4,447,000	$3,483,000	$964,000	$4,447,000	$2,950,000	$905,000	$3,855,000
14 Original Issue Premium/(Discount)	0	0	0	0	0	0	590,730	82,601	673,331
Equity: Prior DSRF	286,020	0	286,020	286,020	0	286,020	286,020	0	286,020
15 Total Sources	$3,769,020	$964,000	$4,733,020	$3,769,020	$964,000	$4,733,020	$3,826,750	$987,601	$4,814,351
16									
17 Uses of Funds									
18 Refunding Escrow/Cash Deposit	$3,709,944	$946,492	$4,656,435	$3,709,944	$946,492	$4,656,435	$3,698,384	$949,184	$4,647,567
19 Local Fixed Costs of Issuance	58,742	16,258	75,000	58,742	16,258	75,000	57,393	17,607	75,000
20 Pool Fixed Costs of Issuance	0	0	0	0	0	0	38,262	11,738	50,000 (1)
21 Pool Variable Costs of Issuance	0	0	0	0	0	0	14,750	4,525	19,275 (1)
22 Underwriter's Discount	0	0	0	0	0	0	14,750	4,525	19,275 (1)
23 Additional Proceeds	335	1,250	1,585	335	1,250	1,585	3,211	23	3,234
24 Total Uses	$3,769,020	$964,000	$4,733,020	$3,769,020	$964,000	$4,733,020	$3,826,750	$987,601	$4,814,351
25									
26 Estimated Debt Service Savings (2)									
27									
Fiscal Year	2016A Savings	2016B Savings	Total Savings	2016A Savings	2016B Savings	Total Savings	2016A Savings	2016B Savings	Total Savings
28 2017	($42,293)	$4,345	($37,948)	$22,997	$4,345	$27,342	($38,819)	$4,461	($34,358)
29 2018	(43,495)	6,271	(37,223)	24,819	6,271	31,091	(41,878)	(1,409)	(43,287)
30 2019	(44,036)	5,595	(38,441)	24,076	5,595	29,670	(41,884)	496	(41,388)
31 2020	(43,474)	5,908	(37,566)	24,423	5,908	30,331	(41,378)	7,526	(33,852)
32 2021	(43,798)	5,892	(37,907)	24,872	5,892	30,764	(45,231)	64	(45,168)
33 2022	(43,999)	0	(43,999)	24,412	0	24,412	(43,444)	0	(43,444)
34 2023	(44,077)	0	(44,077)	24,088	0	24,088	(41,144)	0	(41,144)
35 2024	(44,031)	0	(44,031)	24,844	0	24,844	(43,203)	0	(43,203)
36 2025	(43,871)	0	(43,871)	24,713	0	24,713	(44,494)	0	(44,494)
37 2026	(43,568)	0	(43,568)	24,684	0	24,684	(45,016)	0	(45,016)
38 2027	(44,141)	0	(44,141)	24,780	0	24,780	(44,769)	0	(44,769)
39 2028	(43,901)	0	(43,901)	23,990	0	23,990	(43,753)	0	(43,753)
40 2029	284,447	0	284,447	24,336	0	24,336	284,447	0	284,447
41 2030	284,447	0	284,447	24,784	0	24,784	284,447	0	284,447
42 2031	284,447	0	284,447	24,357	0	24,357	284,447	0	284,447
43 2032	284,447	0	284,447	24,530	0	24,530	284,447	0	284,447
44 2033	284,447	0	284,447	284,447	0	284,447	284,447	0	284,447
45 2034	284,447	0	284,447	284,447	0	284,447	284,447	0	284,447
46 2035	126,639	0	126,639	126,639	0	126,639	126,639	0	126,639
47 2036	(0)	0	(0)	(0)	0	(0)	0	0	0
48 Gross Savings (2)	1,306,838	28,010	1,336,848	1,086,238	28,010	1,114,248	1,318,308	11,137	1,329,445
49 Net Present Value Savings (2)	$900,632	$27,294	$927,926	$817,985	$27,100	$845,085	$986,152	$8,933	$997,085
50 % Net Present Value Savings (2)	24.3%	3.0%	20.1%	22.1%	2.9%	18.3%	26.8%	1.0%	21.6%

(1) Estimates are based on Current Market as of 6/9/2016 and are preliminary, subject to change until the Pricing Date which is scheduled for July 27, 2016.
(2) Inclusive of all costs of issuance. Additionally, we have assumed the Authority would forgo an estimated 0.55% interest earnings on the existing debt service reserve fund, based on VASNAP as of 6/9/2016.

DAVENPORT & COMPANY Note: The savings shown above are estimates as of 6/9/2016 and are preliminary and subject to change.

June 20, 2016 Dinwiddie County Water Authority 2

Next Steps / Financing Schedule

DINWIDDIE County WATER AUTHORITY

Date	Action	Responsibility
June 20th 2p.m.	Authority Board Meeting. ▪ Discuss analysis comparing DBL RFP Results to VRA. ▪ Determine preferred financing approach. ▪ Authority Board considers adopting approving resolution(s). ▪ Authority Board directs Working Group to pursue appropriate steps in order to execute the preferred refinancing approach.	Working Group
June 21st 3p.m.	▪ Authority Staff records resolution(s) at Dinwiddie County Circuit Court and Davenport Notifies: – VRA (if necessary). – Bank (if necessary).	Authority / Davenport
	County Board Meeting. ▪ County Board considers approving Support Agreements.	Hunton & Williams
July 11th 2p.m.	Authority Board Meeting. ▪ Authority Board considers approving form of Bank documents (if necessary). ▪ Authority Board considers approving form of VRA documents (if necessary). ▪ Authority Board considers approving any additional items related to the Bank or VRA financings.	Working Group
Mid-July	Close on Direct Bank Loan.	Working Group
July 27th	VRA Bond Sale.	Working Group
August 10th	VRA Bond Closing.	Working Group

Municipal Advisor Disclosure

DINWIDDIE County WATER AUTHORITY

The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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Christopher Kulp of Hunton and Williams presented the following resolution and support agreement to the Board for approval.

RESOLUTION AUTHORIZING THE EXECUTION OF ONE OR MORE AGREEMENTS PROVIDING FOR A NON-BINDING UNDERTAKING OF DINWIDDIE COUNTY, VIRGINIA, TO CONSIDER CERTAIN APPROPRIATIONS TO THE DINWIDDIE COUNTY WATER AUTHORITY, AND AGREEING TO CERTAIN MATTERS RELATED TO THE ISSUANCE AND SALE OF REVENUE BONDS OF DINWIDDIE COUNTY WATER AUTHORITY

WHEREAS, the Dinwiddie County Water Authority (the "Authority") has been duly created by the Board of Supervisors (the "Board of Supervisors") of Dinwiddie County, Virginia (the "County"), in accordance with the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended);

WHEREAS, the Authority has previously issued its $5,250,000 Water and Sewer Revenue Bond, Series of 1996 (the "1996 Bond"), secured by a pledge of revenues of the Authority's main system and further secured by a Support Agreement dated as of June 28, 1996, between the County and the Authority;

WHEREAS, the Authority has previously issued its $1,750,000 Water and Sewer System Revenue Bond, Series 2005 (the "2005 Bond"), secured by a pledge of revenues of the Authority's courthouse system (the "Courthouse System") and further secured by a Support Agreement dated as of May 16, 2005, between the County and the Authority;

WHEREAS, the Authority has previously issued its $550,000 Water and Sewer System Revenue Bond, Series 2006 (the "2006 Bond"), secured by a pledge of revenues of the Courthouse System on a parity with the pledge of such revenues securing the 2005 Bond and further secured by a Support Agreement dated as of June 20, 2006, between the County and the Authority;

WHEREAS, the Authority desires to achieve debt service savings by effecting a refunding of all or a portion of the outstanding 1996 Bond (such refunded portion, the "Refunded 1996 Bond"), the 2005 Bond (such refunded portion, the "Refunded 2005 Bond") and the 2006 Bond (such refunded portion, the "Refunded 2006 Bond" and, together with the Refunded 1996 Bond and the Refunded 2005 Bond, the "Refunded Bonds");

WHEREAS, the Authority desires to issue and sell one or more series of water and sewer system revenue refunding bonds (the "Refunding Bonds", and each series of Refunding Bonds shall be referred to herein as a "Series of Refunding Bonds") to refund the Refunded Bonds;

WHEREAS, the Authority has requested bids from banking and other financial institutions (each a "Bank") for the purchase of the Refunding Bonds and has contemporaneously applied to the Virginia Resources Authority ("VRA") for the purchase of the Refunding Bonds;

WHEREAS, the purchase of the Refunding Bonds by a Bank or VRA will be conditioned upon the Authority's entering into one or more support agreements with the County;

WHEREAS, the Board of Supervisors desires to enter into one or more support agreements with the Authority, providing for the Board of Supervisors to consider certain appropriations to the Authority to pay the debt service due on each Series of Refunding Bonds; and

WHEREAS, there has been presented to the Board of Supervisors at this meeting a form of a Support Agreement between the Board of Supervisors, acting on behalf of the County, and the Authority (the "Support Agreement");

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

It is determined to be in the best interests of the County and its citizens for the Board of Supervisors to enter into a Support Agreement in connection with the issuance by the Authority of each Series of Refunding Bonds.

In consideration of the Authority's undertakings with respect to each Series of Refunding Bonds, the Chairman and Vice-Chairman of the Board of Supervisors, either of whom may act, are hereby authorized and directed to execute and deliver the Support Agreement. The Support Agreement shall be in substantially the form presented to this meeting, which is hereby approved, with such completions, omissions, insertions or changes not inconsistent with this Resolution as may be approved by the Chairman or Vice-Chairman, the execution thereof by the Chairman or Vice-Chairman to constitute conclusive evidence of such officer's approval of such completions, omissions, insertions or changes.

The County Administrator is hereby authorized and directed to carry out the obligations imposed by the Support Agreement on the County Administrator.

As provided by the Support Agreement, the Board of Supervisors hereby undertakes a non-binding commitment to appropriate to the Authority such amounts as may be requested from time to time pursuant to the Support Agreement, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards of Supervisors do likewise during the term of the Support Agreement.

The Board of Supervisors, on behalf of the County, hereby agrees to the issuance by the Authority of the Refunding Bonds, provided that the original aggregate principal amount of the Refunding Bonds does not exceed $5,800,000.

The Board of Supervisors hereby acknowledges that, if the Authority sells the Refunding Bonds to VRA, VRA will treat the Support Agreements as "local obligations" pursuant to Section 62.1-216.1 of

the Code of Virginia of 1950, as amended. In the event of the failure of the County to make a payment under the Support Agreements, the Board of Supervisors further acknowledges that VRA may institute the "state-aid intercept" process set forth in such Section 62.1-216.1, under which the Governor may cause the Comptroller to withhold all further payments to the County of funds appropriated and payable by the Commonwealth of Virginia until the unpaid sum is obtained and may cause the funds so withheld to be redirected to VRA to cure the nonpayment.

All resolutions or parts thereof in conflict herewith are hereby repealed.

This Resolution shall take effect immediately.

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT, made as of [_____ __,] 2016, between the **BOARD OF SUPERVISORS OF DINWIDDIE COUNTY, VIRGINIA** (the "Board"), acting as the governing body of Dinwiddie County, Virginia (the "County"), and **DINWIDDIE COUNTY WATER AUTHORITY** (the "Authority"), a public body politic and corporate of the Commonwealth of Virginia; and [**NAME OF BANK** (the "Bank") **or VIRGINIA RESOURCES AUTHORITY** ("VRA")]:

WITNESSETH:

WHEREAS, the Authority was created by the Board pursuant to the Virginia Water and Waste Authorities Act (Chapter 51, Title 15.2, Code of Virginia of 1950, as amended), and owns and operates water and sewer utility facilities in the County;

WHEREAS, the Authority has determined that it is in its best interest to issue and sell its $[_____] [Taxable] Water and Sewer System Revenue Refunding Bond, Series 2016[A/B] (the "2016[A/B] Bond"), to [VRA/Bank], and to use the proceeds of the 2016[A/B] Bond to refund [all/a portion of] the Authority's [$5,250,000 Water and Sewer Revenue Bond, Series of 1996 (the "1996 Bond")/ $1,750,000 Water and Sewer System Revenue Bond, Series 2005 (the "2005 Bond"), and $550,000 Water and Sewer System Revenue Bond, Series 2006 (the "2006 Bond")];

[WHEREAS, the 1996 Bond was secured by a pledge of revenues of the Authority's main system (the "Main System") and further secured by a Support Agreement dated as of June 28, 1996, between the County and the Authority;]

[WHEREAS, the 2005 Bond was secured by a pledge of revenues of the Authority's courthouse system (the "Courthouse System") and further secured by a Support Agreement dated as of May 16, 2005, between the County and the Authority;]

[WHEREAS, the 2006 Bond was secured by a pledge of revenues of the Courthouse System on a parity with the pledge of such revenues securing the 2005 Bond and further secured by a Support Agreement dated as of June 20, 2006, between the County and the Authority;]

WHEREAS, on June [21], 2016, the Board adopted a resolution agreeing to the Authority's issuance of the 2016[A/B] Bond and authorizing the execution of an agreement providing for a non-binding commitment of the County to consider certain appropriations to the Authority in connection with the payment of the debt service due on the 2016[A/B] Bond;

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants set forth herein, the parties hereto agree as follows:

The Authority shall use its best efforts to issue the 2016[A/B] Bond as soon as reasonably possible and use the net proceeds of the 2016[A/B] Bond to refund the [1996 Bond/2005 Bond and 2006 Bond].

No later than March 15 of each year beginning March 15, 2017, the Authority's Executive Director shall notify the County Administrator of the amount (the "Annual Deficiency Amount") by which the sum of (a) [Main/Courthouse] System operating expenses and (b) the principal of and interest [(including as applicable any "supplemental interest")] coming due on the 2016[A/B] Bond and any other debt incurred in connection with the [Main/Courthouse] System in the next ensuing fiscal year, is expected to exceed [Main/Courthouse] System operating revenues during the County's fiscal year beginning the following July 1.

The County Administrator shall include the Annual Deficiency Amount in the County budget submitted to the Board for the following fiscal year. The County Administrator shall deliver to [VRA/the Bank] within [10] days after the adoption of the County's budget for each fiscal year, but not later than [July 1] of each year, a certificate stating whether the Board has appropriated an amount equal to the Annual Deficiency Amount to or on behalf of the Authority for such purpose in the adopted County budget for such fiscal year.

If at any time during a fiscal year the revenues of the [Main/Courthouse] System (the "Revenues") shall be insufficient to make the debt service payments to or for the account of [VRA/the Bank], the Executive Director shall notify the County Administrator of the amount of the deficiency and

shall request a supplemental appropriation from the Board in the amount necessary to allow the Authority to make such payment.

Upon receipt of each request for appropriation from the Authority pursuant to Section 4 above, the County Administrator shall present such request to the Board, and the Board shall consider such request, at its next regularly scheduled meeting at which it is possible to satisfy any applicable notification requirement. Promptly after such meeting, the County Administrator shall notify [VRA/the Bank] and the Authority as to whether the amount so requested was appropriated. If the Board shall fail to make any such appropriation, the Authority shall add the amount of such requested appropriation to the Annual Deficiency Amount reported to the County Administrator for the County's next fiscal year.

The County shall pay to or on behalf of the Authority the amount of any appropriations made pursuant to this Agreement. The County and the Authority acknowledge that any amounts received by the Authority from the County pursuant to this Support Agreement shall be deemed to constitute a portion of the "Revenues" pledged to the payment of principal of and, premium, if any, and interest on the 2016[A/B] Bond.

The Board hereby undertakes a non-binding commitment to appropriate to the Authority such amounts as may be requested from time to time pursuant to Sections 3 and 4 above, to the fullest degree and in such manner as is consistent with the Constitution and laws of the Commonwealth of Virginia. The Board, while recognizing that it is not empowered to make any binding commitment to make such appropriations in future fiscal years, hereby states its intent to make such appropriations in future fiscal years, and hereby recommends that future Boards do likewise.

Nothing herein contained is or shall be deemed to be a lending of the credit of the County to the Authority or to any holder of the 2016[A/B] Bond or to any other person, and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or the taxing power of the County. Nothing herein contained shall bind or obligate the Board to appropriate funds to the Authority for the purposes described herein, nor shall any provision of this Agreement give the Authority or any holder of the 2016[A/B] Bond or any other person any legal right to enforce the terms hereof against the Board or the County.

The Authority agrees not to issue additional bonds relating to the [Main/Courthouse] System, refunding bonds relating to the [Main/Courthouse] System or subordinate debt relating to the [Main/Courthouse] System, without the County's prior written consent.

The Authority shall deliver to the County a copy of each annual audit of the Authority's books and records promptly upon the Authority's acceptance of such audit.

The Authority shall operate and administer the [Main/Courthouse] System in accordance with its generally applicable rules and regulations, as the same may be in effect from time to time, including any mandatory connection policy that may be in effect from time to time.

The County's entry into this Agreement is in partial consideration for the Authority's continued operation of the [Main/Courthouse] System for the benefit of the County and its citizens.

[The Board acknowledges that (a) VRA would not purchase the 2016[A/B] Bond without the security and credit enhancement provided by this Agreement and (b) VRA is treating this Agreement as a "local obligation" within the meaning of Section 62.1-199 of the Code of Virginia of 1950, as amended (the "Virginia Code"), which in the event of a nonpayment hereunder authorizes VRA to file an affidavit with the Governor that such nonpayment has occurred pursuant to Section 62.1-216.1 of the Virginia Code. In purchasing the 2016[A/B] Bond, VRA is further relying on Section 62.1-216.1 of the Virginia Code, providing that if the Governor is satisfied that the nonpayment has occurred, the Governor will immediately make an order directing the Comptroller to withhold all further payment to the County of all funds, or of any part of them, appropriated and payable by the Commonwealth of Virginia to the County 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.]

The Authority shall at all times retain its ability to set and collect rates and fees for its services. Except as the County and Authority may otherwise agree, the Authority intends to charge rates and fees for services provided by the [Main/Courthouse] System not less than the rates and fees charged to customers of the Authority's other operations, as the same may be in effect from time to time.

Any notices or requests required to be given hereunder shall be deemed given if sent by registered or certified mail, postage prepaid, addressed (a) if to the Authority, to 23008 Airpark Drive, Petersburg, Virginia 23803, Attention: Executive Director, with a copy to its Counsel, [James F. Andrews, Esquire, at Shell, Johnson, Andrews & Baskervill, P.C., 43 Rives Road, Petersburg, Virginia 23803], and (b) if to the County, to Dinwiddie County Administration Building, Dinwiddie, Virginia 23841, Attention: County Administrator, with a copy to the County Attorney, at Dinwiddie County Administration Building, Dinwiddie, Virginia 23841, Attention: County Attorney. Any party may designate any other address for notices or requests by giving notice under this Section.

It is the intent of the parties hereto that this Agreement shall be governed by the laws of the Commonwealth of Virginia.

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.

This Agreement shall remain in full force and effect until the 2016[A/B] Bond has been paid in full.

This Agreement may be executed in several counterparts; each of which shall be an original, and all of which together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed in their respective names as of the date first above written.

BOARD OF SUPERVISORS OF

DINWIDDIE COUNTY, VIRGINIA

By_____

Chairman

DINWIDDIE COUNTY WATER AUTHORITY

By_____

Chairman

[NAME OF BANK/VRA]

By_____

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

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

F. Lease Financing – New Government Complex

Ted Cole of Davenport and Company presented the following to the Board.

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 Bank 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 / Week of July 25, 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 (iv) 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.

- Based upon follow-up conversations, Capital One is flexible regarding the Closing Date in order to accommodate the County Board's meeting on July 19, 2016. Capital One would be willing to hold the terms contemplated in their proposal for a Closing Date during the week of July 18th or the week of July 25th.

Comparison: Direct Bank Loan vs. VRA

15 Year Amortization – Bank RFP Results vs. VRA Current Market

	A	B	C	D	E	F	G	H	I	J	K	L	M
1	Borrowing Details	SunTrust				Capital One				2016 VRA Summer Pool (Estimated Current Market)			
2			15 Year				15 Year				15 Year		
3	Summary of Key Assumptions												
4	Closing / Funding Date				7/19/2016				7/15/2016				8/10/2016
5	1st Interest Payment Date				10/1/2016				10/1/2016				10/1/2016
6	1st Principal Payment Date				10/1/2017				10/1/2017				10/1/2017
7	Final Maturity				10/1/2031				10/1/2031				10/1/2031
8	Total Term (in years)				15.2				15.2				15.1
9	Pool Annual Administration Fee				N/A				N/A				0.125%
10	Interest Rate / TIC				2.830% [1]				3.290%				2.019% [2]
11													
12	Sources of Funds												
13	Par Amount				$25,158,000				$25,150,000				$20,335,000
14	Original Issue Premium/(Discount)				0				0				5,051,025
15	Total Sources				$25,158,000				$25,150,000				$25,386,025
16													
17	Uses of Funds												
18	Project Amount				$25,000,000				$25,000,000				$25,000,000
19	Local Fixed Costs of Issuance				157,500				150,000				130,000
20	Pool Fixed Costs of Issuance				0				0				50,000 [3]
21	Pool Variable Costs of Issuance				0				0				101,675 [3]
22	Underwriter's Discount				0				0				101,675 [3]
23	Additional Proceeds				500				0				2,675
24	Total Uses				$25,158,000				$25,150,000				$25,386,025
25													
26	Estimated Debt Service												
27	Fiscal Year	Principal	Interest	Annual Admin Fee	Total	Principal	Interest	Annual Admin Fee	Total	Principal	Interest	Annual Admin Fee	Total
28	2017	$0	$906,291	$0	$906,291	$0	$588,298	$0	$588,298	$0	$737,144	$18,429	$755,572
29	2018	1,266,000	892,643	0	2,058,643	1,320,000	816,578	0	2,136,578	920,000	993,375	24,834	1,918,209
30	2019	1,405,000	653,433	0	2,058,433	1,364,000	772,805	0	2,136,805	960,000	945,500	23,638	1,949,138
31	2020	1,445,000	613,105	0	2,058,105	1,409,000	727,561	0	2,136,561	1,000,000	895,250	22,381	1,917,631
32	2021	1,487,000	571,818	0	2,058,818	1,456,000	680,816	0	2,136,816	1,085,000	842,375	21,059	1,948,434
33	2022	1,529,000	528,941	0	2,057,941	1,504,000	632,503	0	2,136,503	1,140,000	786,750	19,669	1,946,419
34	2023	1,573,000	485,048	0	2,058,048	1,554,000	582,610	0	2,136,610	1,200,000	728,250	18,206	1,946,456
35	2024	1,618,000	439,866	0	2,057,866	1,606,000	531,055	0	2,137,055	1,260,000	666,750	16,669	1,943,419
36	2025	1,665,000	393,441	0	2,058,441	1,659,000	477,790	0	2,136,790	1,325,000	602,125	15,053	1,942,178
37	2026	1,712,000	345,656	0	2,057,656	1,714,000	422,765	0	2,136,765	1,390,000	534,250	13,356	1,937,606
38	2027	1,762,000	296,499	0	2,058,499	1,771,000	365,881	0	2,136,881	1,465,000	462,875	11,572	1,939,447
39	2028	1,812,000	245,927	0	2,057,927	1,830,000	307,138	0	2,137,138	1,540,000	387,750	9,694	1,937,444
40	2029	1,864,000	193,912	0	2,057,912	1,890,000	246,437	0	2,136,437	1,615,000	308,875	7,722	1,931,597
41	2030	1,918,000	140,356	0	2,058,356	1,953,000	183,747	0	2,136,747	1,700,000	226,000	5,650	1,931,650
42	2031	1,973,000	85,339	0	2,058,339	2,018,000	118,050	0	2,136,050	1,790,000	138,750	3,469	1,932,219
43	2032	2,029,000	28,710	0	2,057,710	2,102,000	34,578	0	2,136,578	1,880,000	47,000	1,175	1,928,175
44	2033	0	0	0	0	0	0	0	0	0	0	0	0
45	2034	0	0	0	0	0	0	0	0	0	0	0	0
46	2035	0	0	0	0	0	0	0	0	0	0	0	0
47	2036	0	0	0	0	0	0	0	0	0	0	0	0
48	2037	0	0	0	0	0	0	0	0	0	0	0	0
49													
50	Total Debt Service	$25,158,000	$6,220,853	$0	$31,378,853	$25,150,000	$7,488,601	$0	$32,638,601	$20,335,000	$9,303,019	$232,576	$29,870,594
51													
52	Debt Service through FY 2027	$15,862,000	$5,526,569	$0	$21,388,569	$15,257,000	$6,598,751	$0	$21,855,751	$11,810,000	$8,194,844	$204,866	$20,209,510

[1] SunTrust provides for fixed interest through Year 10; thereafter, the interest rate would be subject to change. Additionally, SunTrust requires a Yield Maintenance provision which allows the Bank to increase the interest rate should the marginal federal corporate tax rate change.

[2] Estimates are based on Current Market as of 6/17/2016 and are preliminary, subject to change until the Pricing Date which is scheduled for July 27, 2016.

Notes:

- At the end of Year 10, SunTrust has the option to put the loan back to the County or may reset the rate. The interest rate would have to reset to 7.13% to negate the savings, or "Break-even", with the Capital One option.
- Over the next 45 to 60 days, VRA Current Market interest rates would have to increase 133 bps to negate the savings, or "Break-even", with the Capital One option.

Comparison: Direct Bank Loan vs. VRA

20 Year Amortization – Bank RFP Results vs. VRA Current Market

A	B	C	D	E	F	G	H	I	J	K	L	M
1 Borrowing Details	SunTrust				Capital One				2016 VRA Summer Pool (Estimated Current Market)			
2	20 Year				20 Year				20 Year			
3 Summary of Key Assumptions												
4 Closing / Funding Date				7/15/2016				7/15/2016				8/10/2016
5 1st Interest Payment Date				10/1/2016				10/1/2016				10/1/2016
6 1st Principal Payment Date				10/1/2017				10/1/2017				10/1/2017
7 Final Maturity				10/1/2036				4/1/2036				10/1/2036
8 Total Term (in Years)				20.2				19.7				20.1
9 Pool Annual Administration Fee				N/A				N/A				0.125%
10 Interest Rate / TIC				2.880% [1]				3.620%				2.967% [2]
11												
12 Sources of Funds												
13 Par Amount				$25,158,000				$25,150,000				$20,240,000
14 Original Issue Premium/(Discount)				0				0				5,143,490
15 Total Sources				$25,158,000				$25,150,000				$25,383,490
16												
17 Uses of Funds												
18 Project Amount				$25,000,000				$25,000,000				$25,000,000
19 Local Fixed Costs of Issuance				157,500				150,000				130,000
20 Pool Fixed Costs of Issuance				0				0				90,000 [2]
21 Pool Variable Costs of Issuance				0				0				101,200 [2]
22 Underwriter's Discount				0				0				101,200 [2]
23 Additional Proceeds				500				0				1,090
24 Total Uses				$25,158,000				$25,150,000				$25,383,490
25												
26 Estimated Debt Service												
27 Fiscal Year	Principal	Interest	Annual Admin Fee	Total	Principal	Interest	Annual Admin Fee	Total	Principal	Interest	Annual Admin Fee	Total
28 2017	$0	$515,226	$0	$515,226	$0	$647,417	$0	$647,417	$0	$733,700	$18,343	$752,043
29 2018	944,000	710,957	0	1,654,957	940,000	901,923	0	1,841,923	600,000	997,000	24,925	1,621,925
30 2019	971,000	683,381	0	1,654,381	975,000	867,569	0	1,842,569	635,000	966,129	24,153	1,625,278
31 2020	1,000,000	654,998	0	1,654,998	1,010,000	831,957	0	1,841,957	670,000	933,500	23,338	1,626,838
32 2021	1,029,000	625,781	0	1,654,781	1,047,000	795,079	0	1,842,079	700,000	899,250	22,481	1,621,731
33 2022	1,059,000	595,714	0	1,654,714	1,085,000	756,833	0	1,841,833	740,000	863,250	21,581	1,624,831
34 2023	1,090,000	564,768	0	1,654,768	1,125,000	717,194	0	1,842,194	775,000	825,375	20,634	1,621,009
35 2024	1,122,000	532,915	0	1,654,915	1,166,000	676,107	0	1,842,107	815,000	785,625	19,641	1,620,266
36 2025	1,155,000	500,126	0	1,655,126	1,209,000	633,482	0	1,842,482	850,000	743,750	18,594	1,622,344
37 2026	1,188,000	466,287	0	1,654,287	1,253,000	589,318	0	1,842,318	900,000	699,750	17,494	1,617,244
38 2027	1,223,000	431,689	0	1,654,689	1,298,000	543,561	0	1,841,561	950,000	653,500	16,338	1,619,838
39 2028	1,259,000	395,928	0	1,654,928	1,346,000	496,139	0	1,842,139	995,000	604,875	15,122	1,614,997
40 2029	1,295,000	359,150	0	1,654,150	1,395,000	446,980	0	1,841,980	1,045,000	553,875	13,847	1,612,722
41 2030	1,333,000	321,337	0	1,654,337	1,446,000	396,055	0	1,842,055	1,100,000	500,250	12,506	1,612,756
42 2031	1,372,000	282,355	0	1,654,355	1,499,000	343,176	0	1,842,176	1,155,000	443,875	11,097	1,609,972
43 2032	1,412,000	242,288	0	1,654,288	1,554,000	288,424	0	1,842,424	1,215,000	384,625	9,616	1,609,241
44 2033	1,454,000	200,995	0	1,654,995	1,610,000	231,662	0	1,841,662	1,280,000	322,250	8,056	1,610,306
45 2034	1,496,000	158,515	0	1,654,515	1,669,000	172,855	0	1,841,855	1,345,000	256,625	6,416	1,608,041
46 2035	1,540,000	114,797	0	1,654,797	1,730,000	111,876	0	1,841,876	1,415,000	187,625	4,691	1,607,316
47 2036	1,585,000	69,797	0	1,654,797	1,793,000	48,689	0	1,841,689	1,485,000	115,125	2,878	1,603,003
48 2037	1,631,000	23,486	0	1,654,486	0	0	0	0	1,560,000	39,000	975	1,599,975
49												
50 Total Debt Service	$25,158,000	$8,450,629	$0	$33,608,629	$25,150,000	$10,496,260	$0	$35,646,260	$20,240,000	$12,508,950	$312,724	$33,061,674
51												
52 Debt Service through FY 2027	$10,781,000	$6,281,932	$0	$17,062,932	$11,108,000	$7,960,450	$0	$19,068,450	$7,645,000	$9,105,825	$227,521	$16,973,346

[1] SunTrust provides for fixed interest through Year 10; thereafter, the interest rate would be subject to change. Additionally, SunTrust requires a Yield Maintenance provision which allows the Bank to increase the interest rate should the original federal corporate tax rate change.

[2] Estimates are based on Current Market as of 6/17/2016 and are preliminary, subject to change until the Pricing Date which is scheduled for July 27, 2016.

Notes:

- At the end of Year 10, SunTrust has the option to put the loan back to the County or may reset the rate. The interest rate would have to reset to 5.4% to negate the savings, or "Break-even", with the Capital One option.
- Over the next 45 to 60 days, VRA Current Market interest rates wou d have to increase 104 bps to negate the savings, or "Break-even", with the Capital One option.

Next Steps

Date	Task
June 21st	County Board Meeting. ▪ Davenport to provide an updated Current Market Estimate for a potential VRA Summer Pool financing. ▪ County Board considers selecting the preferred financing approach and adopts the appropriate resolution(s) and form of documents. ▪ County Board directs Staff, Bond Counsel, and Davenport to pursue appropriate steps in order to execute preferred financing vehicle.
June 22nd	Local approval provided to VRA (if necessary).
By June 23nd	Notify winning proposer of Bank RFP process (if necessary).
July 19th	County Board Meeting. ▪ County Board considers approving the form of bank documents (if necessary). ▪ County Board considers approving any additional items related to the VRA financing (if necessary).
Week of July 25th	Close on Direct Bank Loan.
July 27th	VRA Bond Sale.
August 10th	VRA Bond Closing.

CIP – Debt Affordability Analysis

Government Complex $25,000,000

- VRA Current Market as of June 17, 2016
  - 15 Year Amortization.
  - Preliminary and subject to change until the Pricing Date which is scheduled for July 27, 2016.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	Debt Service Requirements						Revenue Available for DS				Debt Service Cash Flow Surplus (Deficit)					
FY	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	Total	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	980,669	755,572	-	7,126,797	6,371,224	755,572		7,126,797	-	-	-	-	-	-
2018	1,201,751	3,423,166	305,187	1,953,209	-	6,883,313	6,371,224	512,089		6,883,313	-	-	-	-	-	-
2019	1,181,250	2,512,050	299,625	1,949,138	-	5,942,063	6,371,224			6,371,224	429,161	-	-	429,161	-	429,161
2020	1,160,751	2,515,659	298,556	1,947,631	-	5,922,597	6,371,224			6,371,224	448,627	-	-	448,627	-	877,788
2021	1,140,249	2,469,044	300,872	1,948,434	-	5,858,599	6,371,224			6,371,224	512,625	-	-	512,625	-	1,390,414
2022	847,499	2,471,506	298,747	1,946,419	-	5,564,171	6,371,224			6,371,224	807,053	-	-	807,053	-	2,197,467
2023	832,499	2,469,369	296,509	1,946,456	-	5,544,833	6,371,224			6,371,224	826,391	-	-	826,391	-	3,023,858
2024	817,500	2,472,772	297,431	1,943,419	-	5,531,121	6,371,224			6,371,224	840,103	-	-	840,103	-	3,863,961
2025	802,501	2,475,128	-	1,942,178	-	5,219,807	6,371,224			6,371,224	1,151,417	-	-	1,151,417	-	5,015,378
2026	787,501	2,473,384	-	1,937,606	-	5,198,491	6,371,224			6,371,224	1,172,733	-	-	1,172,733	-	6,188,111
2027	772,500	2,472,641	-	1,939,447	-	5,184,588	6,371,224			6,371,224	1,186,637	-	-	1,186,637	-	7,374,748
2028	757,500	2,473,197	-	1,937,444	-	5,168,141	6,371,224			6,371,224	1,203,084	-	-	1,203,084	-	8,577,832
2029	-	2,470,153	-	1,931,597	-	4,401,750	6,371,224			6,371,224	1,969,474	-	-	1,969,474	-	10,547,306
2030	-	2,467,353	-	1,931,650	-	4,399,003	6,371,224			6,371,224	1,972,221	-	-	1,972,221	-	12,519,527
2031	-	2,468,956	-	1,932,219	-	4,401,175	6,371,224			6,371,224	1,970,049	-	-	1,970,049	-	14,489,576
2032	-	2,474,922	-	1,928,175	-	4,403,097	6,371,224			6,371,224	1,968,127	-	-	1,968,127	-	16,457,704
2033	-	2,470,122	-	-	-	2,470,122	6,371,224			6,371,224	3,901,102	-	-	3,901,102	-	20,358,806
2034	-	2,468,156	-	-	-	2,468,156	6,371,224			6,371,224	3,903,068	-	-	3,903,068	-	24,261,874
2035	-	-	-	-	-	-	6,371,224			6,371,224	6,371,224	-	-	6,371,224	-	30,633,099
2036	-	-	-	-	-	-	6,371,224			6,371,224	6,371,224	-	-	6,371,224	-	37,004,323
2037	-	-	-	-	-	-	6,371,224			6,371,224	6,371,224	-	-	6,371,224	-	43,375,547
														Total Tax Effect	0.00¢	
Total	14,092,500	50,070,727	4,061,046	29,870,594	-	98,094,868		1,267,661			Total		-			

- Assumed FY 2016 Value of a Penny[1]: $206,569
- Assumed Growth Rate: 1.00%

[1] 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 21, 2016 Dinwiddie County, Virginia 6

CIP – Debt Affordability Analysis

Government Complex $25,000,000

- Capital One
  - 15 Year Amortization.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	Debt Service Requirements						Revenue Available for DS				Debt Service Cash Flow Surplus (Deficit)					
FY	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	Total	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	980,669	588,398	-	6,959,623	6,371,224	588,398		6,959,623	-	-	-	-	-	-
2018	1,201,751	3,423,166	305,187	2,136,578	-	7,066,682	6,371,224	695,457		7,066,682	-	-	-	-	-	-
2019	1,181,250	2,512,050	299,625	2,136,805	-	6,129,730	6,371,224			6,371,224	241,494	-	-	241,494	-	241,494
2020	1,160,751	2,515,659	298,556	2,136,551	-	6,111,517	6,371,224			6,371,224	259,708	-	-	259,708	-	501,202
2021	1,140,249	2,469,044	300,872	2,136,816	-	6,046,981	6,371,224			6,371,224	324,243	-	-	324,243	-	825,445
2022	847,499	2,471,506	298,747	2,136,503	-	5,754,255	6,371,224			6,371,224	616,969	-	-	616,969	-	1,442,415
2023	832,499	2,469,369	296,509	2,136,610	-	5,734,987	6,371,224			6,371,224	636,238	-	-	636,238	-	2,078,652
2024	817,500	2,472,772	297,431	2,137,055	-	5,724,758	6,371,224			6,371,224	646,467	-	-	646,467	-	2,725,119
2025	802,501	2,475,128	-	2,136,790	-	5,414,419	6,371,224			6,371,224	956,805	-	-	956,805	-	3,681,924
2026	787,501	2,473,384	-	2,136,765	-	5,397,650	6,371,224			6,371,224	973,574	-	-	973,574	-	4,655,498
2027	772,500	2,472,641	-	2,136,881	-	5,382,022	6,371,224			6,371,224	989,203	-	-	989,203	-	5,644,701
2028	757,500	2,473,197	-	2,137,138	-	5,367,835	6,371,224			6,371,224	1,003,390	-	-	1,003,390	-	6,648,091
2029	-	2,470,153	-	2,136,437	-	4,606,591	6,371,224			6,371,224	1,764,634	-	-	1,764,634	-	8,412,724
2030	-	2,467,353	-	2,136,747	-	4,604,100	6,371,224			6,371,224	1,767,125	-	-	1,767,125	-	10,179,849
2031	-	2,468,956	-	2,136,950	-	4,605,906	6,371,224			6,371,224	1,765,318	-	-	1,765,318	-	11,945,167
2032	-	2,474,922	-	2,136,578	-	4,611,500	6,371,224			6,371,224	1,759,725	-	-	1,759,725	-	13,704,892
2033	-	2,470,122	-	-	-	2,470,122	6,371,224			6,371,224	3,901,102	-	-	3,901,102	-	17,605,994
2034	-	2,468,156	-	-	-	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
														Total Tax Effect	0.00¢	
Total	14,092,500	50,070,727	4,061,046	32,639,601	-	100,863,875		1,283,855			Total		-			

- Assumed FY 2016 Value of a Penny[1]: $206,569
- Assumed Growth Rate: 1.00%

[1] 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 21, 2016 Dinwiddie County, Virginia 7

CIP – Debt Affordability Analysis

Government Complex $25,000,000

- VRA Current Market as of June 17, 2016
  - 20 Year Amortization.
  - Preliminary and subject to change until the Pricing Date which is scheduled for July 27, 2016.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	Debt Service Requirements						Revenue Available for DS				Debt Service Cash Flow Surplus (Deficit)					
FY	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	Total	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	980,669	752,043	-	7,123,267	6,371,224	752,043		7,123,267	-	-	-	-	-	-
2018	1,201,751	3,423,166	305,187	1,621,925	-	6,552,029	6,371,224	180,804		6,552,029	-	-	-	-	-	-
2019	1,181,250	2,512,050	299,625	1,625,278	-	5,618,203	6,371,224			6,371,224	753,021	-	-	753,021	-	753,021
2020	1,160,751	2,515,659	298,556	1,626,838	-	5,601,804	6,371,224			6,371,224	769,421	-	-	769,421	-	1,522,442
2021	1,140,249	2,469,044	300,872	1,621,731	-	5,531,896	6,371,224			6,371,224	839,328	-	-	839,328	-	2,361,770
2022	847,499	2,471,506	298,747	1,624,831	-	5,242,584	6,371,224			6,371,224	1,128,641	-	-	1,128,641	-	3,490,410
2023	832,499	2,469,369	296,509	1,621,009	-	5,219,386	6,371,224			6,371,224	1,151,838	-	-	1,151,838	-	4,642,248
2024	817,500	2,472,772	297,431	1,620,266	-	5,207,968	6,371,224			6,371,224	1,163,256	-	-	1,163,256	-	5,805,505
2025	802,501	2,475,128	-	1,622,344	-	4,899,972	6,371,224			6,371,224	1,471,252	-	-	1,471,252	-	7,276,756
2026	787,501	2,473,384	-	1,617,244	-	4,878,129	6,371,224			6,371,224	1,493,095	-	-	1,493,095	-	8,769,852
2027	772,500	2,472,641	-	1,619,838	-	4,864,978	6,371,224			6,371,224	1,506,246	-	-	1,506,246	-	10,276,098
2028	757,500	2,473,197	-	1,614,997	-	4,845,694	6,371,224			6,371,224	1,525,531	-	-	1,525,531	-	11,801,629
2029	-	2,470,153	-	1,612,722	-	4,082,875	6,371,224			6,371,224	2,288,349	-	-	2,288,349	-	14,089,978
2030	-	2,467,353	-	1,612,756	-	4,080,109	6,371,224			6,371,224	2,291,115	-	-	2,291,115	-	16,381,093
2031	-	2,468,956	-	1,609,972	-	4,078,928	6,371,224			6,371,224	2,292,296	-	-	2,292,296	-	18,673,389
2032	-	2,474,922	-	1,609,241	-	4,084,163	6,371,224			6,371,224	2,287,062	-	-	2,287,062	-	20,960,451
2033	-	2,470,122	-	1,610,306	-	4,080,428	6,371,224			6,371,224	2,290,796	-	-	2,290,796	-	23,251,247
2034	-	2,468,156	-	1,608,041	-	4,076,197	6,371,224			6,371,224	2,295,027	-	-	2,295,027	-	25,546,274
2035	-	-	-	1,607,316	-	1,607,316	6,371,224			6,371,224	4,763,909	-	-	4,763,909	-	30,310,183
2036	-	-	-	1,603,003	-	1,603,003	6,371,224			6,371,224	4,768,221	-	-	4,768,221	-	35,078,404
2037	-	-	-	1,599,975	-	1,599,975	6,371,224			6,371,224	4,771,249	-	-	4,771,249	-	39,849,653
														Total Tax Effect	0.00¢	
Total	14,092,500	50,070,727	4,061,046	33,061,674	-	101,285,948		932,847			Total		-			

- Assumed FY 2016 Value of a Penny[1]: $206,569
- Assumed Growth Rate: 1.00%

[1] Based on FY 2016 Budgeted Real Estate Revenue (Current Taxes) of $16,318,986 divided by $0.79 Real Estate Tax Rate.

CIP – Debt Affordability Analysis

Government Complex $25,000,000

- Capital One
  - 20 Year Amortization.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
	Debt Service Requirements						Revenue Available for DS				Debt Service Cash Flow Surplus (Deficit)					
FY	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	Total	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	980,669	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			6,371,224	535,730	-	-	535,730	-	535,730
2020	1,160,751	2,515,659	298,556	1,841,967	-	5,816,933	6,371,224			6,371,224	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			6,371,224	618,981	-	-	618,981	-	1,709,002
2022	847,499	2,471,506	298,747	1,841,833	-	5,459,586	6,371,224			6,371,224	911,639	-	-	911,639	-	2,620,641
2023	832,499	2,469,369	296,509	1,842,194	-	5,440,572	6,371,224			6,371,224	930,653	-	-	930,653	-	3,551,294
2024	817,500	2,472,772	297,431	1,842,107	-	5,429,810	6,371,224			6,371,224	941,414	-	-	941,414	-	4,492,708
2025	802,501	2,475,128	-	1,842,482	-	5,120,111	6,371,224			6,371,224	1,251,114	-	-	1,251,114	-	5,743,822
2026	787,501	2,473,384	-	1,842,318	-	5,103,203	6,371,224			6,371,224	1,268,021	-	-	1,268,021	-	7,011,843
2027	772,500	2,472,641	-	1,841,561	-	5,086,702	6,371,224			6,371,224	1,284,523	-	-	1,284,523	-	8,296,366
2028	757,500	2,473,197	-	1,842,139	-	5,072,836	6,371,224			6,371,224	1,298,388	-	-	1,298,388	-	9,594,754
2029	-	2,470,153	-	1,841,980	-	4,312,133	6,371,224			6,371,224	2,059,092	-	-	2,059,092	-	11,653,846
2030	-	2,467,353	-	1,842,010	-	4,309,363	6,371,224			6,371,224	2,061,861	-	-	2,061,861	-	13,715,707
2031	-	2,468,956	-	1,842,176	-	4,311,132	6,371,224			6,371,224	2,060,092	-	-	2,060,092	-	15,775,799
2032	-	2,474,922	-	1,842,424	-	4,317,345	6,371,224			6,371,224	2,053,879	-	-	2,053,879	-	17,829,678
2033	-	2,470,122	-	1,841,662	-	4,311,784	6,371,224			6,371,224	2,059,441	-	-	2,059,441	-	19,889,118
2034	-	2,468,156	-	1,841,855	-	4,310,011	6,371,224			6,371,224	2,061,213	-	-	2,061,213	-	21,950,332
2035	-	-	-	1,841,876	-	1,841,876	6,371,224			6,371,224	4,529,348	-	-	4,529,348	-	26,479,680
2036	-	-	-	1,841,689	-	1,841,689	6,371,224			6,371,224	4,529,535	-	-	4,529,535	-	31,009,215
2037	-	-	-	-	-	-	6,371,224			6,371,224	6,371,224	-	-	6,371,224	-	37,380,439
														Total Tax Effect	0.00¢	
Total	14,092,500	50,070,727	4,061,046	35,846,260	-	103,870,534		1,048,219			Total		-			

- Assumed FY 2016 Value of a Penny[1]: $206,569
- Assumed Growth Rate: 1.00%

[1] Based on FY 2016 Budgeted Real Estate Revenue (Current Taxes) of $16,318,986 divided by $0.79 Real Estate Tax Rate.

Mr. Cole noted that the interest rates for the VRA option will not be locked in until July 27, 2016 and thus the rates shown will change slightly.

Mr. Moody stated that there will be over a $3 million savings over the term of the lease with the 15 year term VRA option versus the 20 year term VRA option.

Christopher Kulp with Hunton Williams presented resolutions which would provide local approval as to which financing option to move forward with.

Dr. Moore shared his thoughts regarding the tax implications on the 15 and 20 year VRA options. He stated that difference is about 1.5 tax cents on the real estate tax rate additional if the 15 year option is chosen. Dr. Moore also conveyed that the Board has to realize what projects in the future will need to be funded and his initial desire was to layer the debt as to not raise taxes. Finally, he expressed that VRA is the way to go, however the term length is open to discussion as all factors need to be taken in consideration.

Mr. Lee stated that he would prefer to save $3 million over the term rather than free up $300,000 in cash flow with the 15 year lease term.

Mr. Moody asked if something happens before July 27th, is there an option to opt out?

Mr. Cole stated that the bank is requesting an answer by June 23rd and therefore the bank will likely have to requote the loan. The VRA language does give an option to opt out before locking in, as well as language that gives VRA the option to change their mind as well.

Mr. Massengill stated that County staff has demonstrated its ability to have financial discipline. If the 15 year term is chosen, he feels that staff has the ability to make that work. Mr. Massengill also reminded the Board of the impending radio project and the schools system's facilities study is due with recommendations however; he feels comfortable with either option.

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

RESOLUTION APPROVING A PLAN OF LEASE FINANCING WITH THE VIRGINIA RESOURCES AUTHORITY

WHEREAS, the Board of Supervisors (the "Board") of Dinwiddie County, Virginia (the "County"), desires 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 County has applied to the Virginia Resources Authority ("VRA") to finance the Project, and, subject to final credit approval, VRA has indicated its willingness to undertake the same using a portion of the proceeds from one or more series of its Infrastructure and State Moral Obligation Revenue Bonds (Virginia Pooled Financing Program) (collectively, the "VRA Bonds");

WHEREAS, the Project shall 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 Project, the existing courthouse complex and/or other County property (collectively, the "Premises") to VRA pursuant to the terms of a deed of 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 Financing Lease shall indicate that the sum of $25,150,000 is the amount of proceeds requested from VRA for the Project and related local costs of issuance or such other amount as requested by the County in writing and approved by VRA prior to VRA's bond pricing (the "Proceeds Requested");

WHEREAS, VRA has advised that VRA's objective is to pay the County a purchase price for the Financing Lease that in VRA's judgment reflects its market value (the "Purchase Price Objective") taking into consideration the Proceeds Requested and such factors as the purchase price received by VRA for the VRA Bonds, the issuance costs of the VRA Bonds (consisting of the underwriters' discount and other costs incurred by VRA), and other market conditions relating to the sale of the VRA Bonds; and

WHEREAS, VRA has acknowledged that the aggregate total of principal components of rental payments under the Financing Lease (the "Rental Payments") and the "true" interest cost of the interest components of the Rental Payments cannot exceed the respective amounts specified in this Resolution;

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

The Board confirms that the Premises are essential to the efficient operation of the County and anticipates that the Premises will continue to be essential to the operations of the County during the terms of each of the Prime Lease and the Financing Lease.

The following plan of financing is approved: (a) VRA will use a portion of the proceeds of the VRA Bonds to acquire the Financing Lease; (b) the County will lease the Premises to VRA pursuant to

the Prime Lease, with an expiration date not later than December 31, 2046; and (c) VRA will lease the Premises back to the County pursuant to the terms of the Financing Lease, with an expiration date not later than December 31, 2041. The County will undertake to make Rental Payments to VRA in amounts sufficient to pay principal and interest on the allocable portion of the VRA Bonds. The final pricing terms contained in the Financing Lease shall be determined by VRA subject to VRA's Purchase Price Objective and market conditions described in the Recitals hereof; provided, however, that (1) the aggregate total of the principal components of the Rental Payments shall not exceed $26,000,000, (2) the interest components of the Rental Payments shall have a "true" interest cost not to exceed 5.0% per year (exclusive of any supplemental interest due under the Financing Lease) and (3) the obligation under the Financing Lease attributable to the principal components of the Rental Payments shall be acquired by VRA at a price not less than 95% of the aggregate principal amount thereof. Subject to the preceding terms, the Board further authorizes the County Administrator (which term for purposes of this Resolution includes the Deputy County Administrator for Finance and General Services) to accept the final terms presented by VRA and accordingly to determine the aggregate total of the principal and interest components of the Rental Payments and establish a schedule of Rental Payments, including the dates and amounts, and the optional and extraordinary prepayment provisions, if any, of the Rental Payments, all in accordance with the provisions hereof.

The County acknowledges that supplemental interest and other charges may become due under the Financing Lease, including such amounts as may be necessary to maintain or replenish any VRA reserve fund.

The Board authorizes 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.

The undertaking by the County to pay any amounts due under the Financing Lease shall be a limited obligation payable solely from funds to be appropriated by the Board for such purpose and shall not constitute a debt of the County within the meaning of any constitutional or statutory limitation or a pledge of the faith and credit of the County beyond any fiscal year for which the Board has lawfully appropriated sufficient funds for such purpose. Nothing herein or in the Financing Lease shall constitute a debt of the County within the meaning of any constitutional or statutory limitation or a pledge of the faith and credit or taxing power of the County.

The Board believes that funds sufficient to make payment of all amounts due under the Financing Lease can be obtained. While recognizing that it is not empowered to make any binding commitment to make such payments beyond the current fiscal year, the Board hereby states its intent to make annual appropriations for future fiscal years in amounts sufficient to make all such payments and hereby recommends that future Boards do likewise during the terms of the Financing Lease. The Board directs the County Administrator, or such other officer who may be charged with the responsibility for preparing the County's annual budget, to include in the budget request for each fiscal year during the term of the Financing Lease an amount sufficient to pay all amounts coming due under the Financing Lease during such fiscal year. Throughout the term of the Financing Lease, the County Administrator shall deliver to VRA within 30 days after the adoption of the budget for each fiscal year, but not later than July 1, a certificate stating whether an amount equal to the Rental Payments and any other amounts due under the Financing Lease that will be due during the next fiscal year has been budgeted and appropriated by the Board. If at any time during the term of the Financing Lease the amount appropriated in the County's annual budget in a particular fiscal year is insufficient to pay when due the amounts payable under the Financing Lease, the Board directs the County Administrator, or such other officer who may be charged with the responsibility for preparing the County's annual budget, to submit to the Board at the next scheduled meeting, or as promptly as practicable but in any event within 45 days, a request for a supplemental appropriation sufficient to cover the deficit.

The County covenants that it shall not take or omit to take any action the taking or omission of which will cause the VRA Bonds to be "arbitrage bonds," within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, including regulations applicable to the VRA Bonds (the "Code"), or otherwise cause interest on the VRA Bonds to be includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with the provisions of any nonarbitrage certificate and tax compliance agreement that may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross proceeds of the Financing Lease, unless the County receives an opinion of nationally recognized bond counsel that such compliance is not required to prevent interest on the VRA Bonds from being included in the gross income for federal income tax purposes of the registered owners thereof under existing law. The County shall pay any such required rebate from legally available funds.

The County covenants that it shall not permit the proceeds derived from the Financing Lease or the facilities financed with such proceeds to be used in any manner that would result in (a) 5% or more of such proceeds or facilities being used in a trade or business carried on by any person other than a governmental unit, as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds or facilities being used with respect to any output facility (other than a facility for the furnishing of water), within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Section 141(c) of the Code; provided, however, that if the County receives an opinion of nationally recognized bond counsel that any such covenants need not be complied with to prevent the interest on the VRA Bonds from being included in gross income for federal income tax purposes or from becoming a specific item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, the County need not comply with such covenants to the extent provided in such opinion.

The County authorizes and consents to the inclusion of information with respect to the County contained in VRA's Preliminary Official Statement and VRA's Official Statement in final form, both prepared in connection with the sale of the VRA Bonds.

All other actions of County officials in conformity with the purposes and intent of this Resolution and in furtherance of this lease financing and the undertaking of the Project are approved and ratified.

This Resolution shall take effect immediately.

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

Additionally, upon motion of Mr. Chavis, seconded by Mr. Lee, the Board agreed to pursue the 15 year term of lease.

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

G. Negotiation of Comprehensive Agreement: New Government Facilities Building Project

W. Kevin Massengill, County Administrator, began the discussion by sharing the team that was formed to review the proposals submitted for the New Government Facilities Building Project. He then detailed the process up until this date, which included extensive interviews and site visits. Mr. Massengill also shared that the vote of the committee was to recommend Armada Hoffler Construction Company with HBA Architecture to be the team by which a comprehensive agreement would be negotiated. The comprehensive agreement will be entered into at a subsequent meeting. The action asked of the Board is to start the development of a comprehensive agreement.

Mr. Massengill then took time to share why the committee felt like Armada Hoffler and HBA is the right team. He stated that they demonstrated an abundant amount of experience and expertise with implementing design build projects. This borrow of $25 million includes other contingencies and expenses such as hiring a construction manager to represent the County's perspective. Armada Hoffler and HBA have a proven track record of completing projects on time and within the established budget. The team also developed specialized team of consultants for the public safety building.

Mr. Massengill asked the Board to make a motion stating that the Board of Supervisors authorizes the County Administrator to negotiate a comprehensive agreement under the Public Private Education and Infrastructure Act of 2002 (PPEA) with AHP, Armada Hoffler Properties Construction, LLC to design and construct a new public safety building and administration building for the County as well as to renovate the Pamplin building and current public safety building and bring an agreement to the Board for final approval at the conclusion of such negotiations.

Mr. Lee, as the Board representative on the selection team, stated that all three firms could have done a good job, but it seemed that Armada Hoffler and HBA did a better job with their presentation. He also stated that viewing the City of Suffolk's building that was built by Armada Hoffler confirmed his preference. He also stated that the control room in public safety was unbelievable.

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

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

8. CITIZEN COMMENTS

Chana Ramsey of the Dinwiddie Chamber of Commerce provided an update on the Chamber and invited the Board Members to attend a Chamber meeting.

9. COUNTY ADMINISTRATOR COMMENTS

Mr. Massengill began his comments by updating the Board on the demolition project. He then shared that the County is a recipient of a grant for a school resource officer at Sutherland Elementary School as well as a Victim Witness Program grant. Next, Mr. Massengill announced that the County received a NACo Achievement Award for its Youth Workforce Development Initiative. Finally, he expressed his delight that Petersburg has caught up on its Appomattox River Water Authority payments, as well as provided comments on Chesterfield County's desire to raise Brasfield Dam.

10. BOARD MEMBER COMMENTS

Mr. Chavis shared that he attended Mr. Alvin Blaha's funeral, which was well attended. He also expressed that Mr. Blaha was a caring, family man.

Dr. Moore stated that it was a good decision to move Dinwiddie County High School's graduation ceremony to Saturday, and boasted that he is a proud father of a 2016 graduate. He expressed his gratitude to all involved in making the event a success. Next, Dr. Moore shared that a Youth Workforce Development student will be working in his office for the summer. He then declared that as of July 1st, he will be Chairman of the Crater Planning District Commission. Finally, Dr. Moore spoke of Mr. Blaha, stating that he will be missed and he meant a lot to his family as well as to Dinwiddie County.

Mr. Moody began his comments by acknowledging Mr. Blaha and his importance to Dinwiddie County as well as to agriculture at the local, state, and federal levels. He then shared that the valedictorian for 2016 was a student on his Government Day team. Finally, he congratulated Cierra Goode, Tammie Collins, and Marie Grant for their efforts resulting in the NACo Achievement Award for the Youth Workforce Development Initiative. He will be attending the NACo conference to receive the award.

Mr. Lee commented on how much Mr. Blaha will be missed, remembering his days serving with him on the Planning Commission.

Ms. Ebron-Bonner discussed her attendance at the Future Farmers of America event in which students gave testimony on those who mentored them. One student in particular, she stated, recognized Dr. Moore's family for all of their encouragement. Ms. Ebron-Bonner then shared that Cedar Heart Market will be having their five year anniversary event. Next, she spoke about the tragedy of the recent Orlando shootings. Ms. Ebron-Bonner congratulated all involved in the Youth Workforce Development Initiative. Finally, she also acknowledged Mr. Blaha's passing, expressing that he was a kind, respectful man.

11. CLOSED SESSION

At 4:50 PM, upon the motion of Dr. Moore, seconded by Mr. Chavis,

The Board convened into a closed meeting under:

A. ***§2.2-3711 (A) (1) Personnel:***
- Appointments
  - Dinwiddie County Community Policy & Management Team
  - Dinwiddie County Planning Commission

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:***
- Transmission lines
- Carson Fire Department Agreement

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

At 7:06 PM, upon motion of Mr. Chavis, seconded by Dr. Moore, the Board reconvened into open session.

AYES: Mr. Lee, 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 Community Policy & Management Team
  - Dinwiddie County Planning Commission

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:***
- Transmission lines
- Carson Fire Department Agreement

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. Moody, seconded by Mr. Chavis, the Certification Resolution was adopted.

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

12. OLD/NEW BUSINESS

A. Friends of the Lower Appomattox River (FOLAR) Update

Mr. Johnny Partin of the Friends of the Lower Appomattox River (FOLAR) provided the following presentation to the Board.

B. Appointments

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

BE IT THEREFORE RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following positions or designees are appointed to the Community Policy and Management Team until such time as the Board of Supervisors revises the makeup of these long term positions:

- One representative of Dinwiddie County Health Department (who is currently Tracy Bishop);
- One representative of the 11th District Court Services Unit (who is currently Michael Traylor with an alternate of Tracy King);
- One representative of the Dinwiddie County Public Schools, who shall be designated by the Superintendent (who is currently Royal Gurley);

- The Director of the Dinwiddie County Department of Social Services (who is currently Rose Mastracco);
- The County Administrator or his designee (who is currently Anne Howerton); and
- One representative of District 19 Community Services Board (who is currently Regina Smith).

BE IT FURTHER RESOLVED THAT the following individuals are appointed for a term to begin July 1, 2016 and expire June 30, 2017:

- Sheila Y. Green, as a private provider representative; and
- Eileen Drake, as a parent representative.

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

Upon motion of Mr. Chavis, seconded by Mr. Moody, Mr. Larry Harvell was appointed to fill the unexpired term of Mr. Alvin Blaha which ends on January 31, 2018.

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

13. CITIZEN COMMENTS

There was no one signed up to speak.

14. BOARD MEMBER COMMENTS

Ms. Ebron-Bonner thanked Mr. Partin of FOLAR for his presentation.

15. ADJOURNMENT

Upon motion of Mr. Chavis, seconded by Mr. Moody, the meeting was adjourned at 7:27 PM.

AYES: Mr. Lee, 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